



FEMA

US Department of Homeland Security
Federal Emergency Management Agency
3003 Chamblee Tucker Road
Hollins Building
Atlanta, GA 30331

January 2, 2014

Alabama Emergency Management Agency
Benjie Abbott
Executive Operations Officer
5898 County Road 41
Clanton, AL 35046

RE: Transmittal of Executed Statewide Historic Preservation Programmatic Agreement

Dear Mr. Abbott:

Please find enclosed an executed copy of the Alabama Historic Preservation Programmatic Agreement (Agreement). As outlined in Stipulation XIV, FEMA has received the required signatures for the document to become executed and effective. The Agreement became effective with the date of the last signature, December 18, 2013.

FEMA will mail any additional signature pages as they are received. The document will become effective for these parties on the date of their signature. As outlined in the agreement, unless otherwise, extended, this document will expire on June 30, 2019.

Thank you for your assistance negotiating and executing this document. Should you have any comments please contact Region IV via email at FEMA-R4ehp@fema.dhs.gov with a CC copy to april.cummings@fema.dhs.gov or by phone number at (202) 805-1395.

Sincerely,

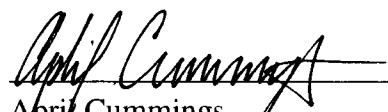
April Cummings
Acting Regional Environmental Officer

Enclosure: AL HP PA

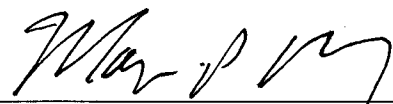
PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE ALABAMA HISTORICAL COMMISSION,
THE ALABAMA EMERGENCY MANAGEMENT AGENCY,
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ALABAMA-COUSHATTA TRIBE OF TEXAS,
ALABAMA-QUASSARTE TRIBAL TOWN OF OKLAHOMA,
THE CHICKASAW NATION,
THE CHOCTAW NATION OF OKLAHOMA,
COUSHATTA TRIBE OF LOUISIANA,
MISSISSIPPI BAND OF CHOCTAW INDIANS,
MUSCOGEE (CREEK) NATION,
POARCH BAND OF CREEK INDIANS,
SEMINOLE NATION OF OKLAHOMA,
SEMINOLE TRIBE OF FLORIDA,
THLOPTHLOCCO TRIBAL TOWN,
UNITED KEETOOWAH BAND OF CHEROKEE INDIANS IN OKLAHOMA,
AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION

SIGNATORY

FEDERAL EMERGENCY MANAGEMENT AGENCY


April Cummings
Acting Regional Environmental Officer
Region IV

10/28/2013
Date

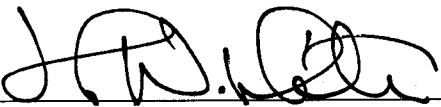

Major P. May
Regional Administrator
Region IV

10/28/13
Date

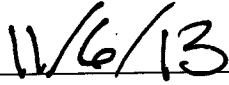
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AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION

SIGNATORY

ALABAMA HISTORICAL COMMISSION



Frank W. White
State Historic Preservation Officer



Date

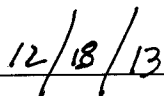
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1403 AND
1404 THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
1405

1406 SIGNATORY

1407 ADVISORY COUNCIL ON HISTORIC PRESERVATION

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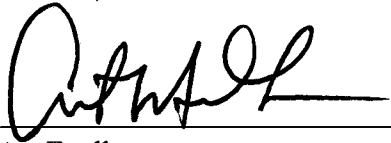
1410 John M. Fowler
1411 Executive Director
1412


Date

1413 PROGRAMMATIC AGREEMENT AMONG
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1430 AND
1431 THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
1432

1433 INVITED SIGNATORY

1434 ALABAMA EMERGENCY MANAGEMENT AGENCY

1435 
1436 _____

1437 Art Faulkner
1438 Director

1436 10/28/2013
1437 Date

1 **PROGRAMMATIC AGREEMENT AMONG**
2 **THE FEDERAL EMERGENCY MANAGEMENT AGENCY,**
3 **THE ALABAMA HISTORICAL COMMISSION,**
4 **THE ALABAMA EMERGENCY MANAGEMENT AGENCY,**
5 **ABSENTEE SHAWNEE TRIBE OF OKLAHOMA,**
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17 **UNITED KEETOOWAH BAND OF CHEROKEE INDIANS IN OKLAHOMA,**
18 **AND**
19 **THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**
20

21 **WHEREAS**, the Federal Emergency Management Agency (FEMA), of the Department of
22 Homeland Security (DHS) proposes to administer its federal programs including but not limited
23 to the following: Disaster Public Assistance (PA) Program, the Hazard Mitigation Grant
24 Program (HMGP), Federal Assistance to Individuals and Households (FAIH), Flood Mitigation
25 Assistance Program (FMA), Repetitive Flood Claims Program (RFC), Severe Repetitive Loss
26 (SRL) Program, as well as programs administered by FEMA's Grant Preparedness Directorate
27 (GPD), pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42
28 USC §5121 et seq. (Stafford Act), the National Flood Insurance Reform Act of 1994, the
29 Disaster Mitigation Act of 2000, the Post-Katrina Emergency Management Reform Act of 2006,
30 FEMA's implementing regulations contained in Title 44 of the Code of Federal Regulations
31 (CFR), and such other Acts, implementing regulations or Congressionally authorized programs
32 as are passed from time to time; and,
33

34 **WHEREAS**, FEMA has determined that the implementation of these programs will result in
35 undertakings (as defined by 16 U.S.C. §470w and 36 CFR §800.16(y)) that may affect properties
36 listed in or eligible for listing in the National Register of Historic Places (historic properties), and
37 FEMA has consulted with the Advisory Council on Historic Preservation (ACHP), the Alabama
38 Historic Commission (which the state has designated to serve as the State Historic Preservation
39 Office (SHPO)), and federally recognized Tribes pursuant to the regulations codified at 36 CFR

Part 800, implementing Section 106 and 110(f) of the National Historic Preservation Act (NHPA), 16 USC § 470; and,

WHEREAS, as a result of the implementation of FEMA programs, the State of Alabama will receive financial and/or technical assistance from FEMA and, in turn, will provide monies and other assistance to eligible subgrantees; and,

WHEREAS, the Alabama Emergency Management Agency (AEMA) shall be responsible for administering these programs, has participated in this consultation, and has been invited to enter into this programmatic agreement (Agreement); and,

WHEREAS, FEMA has determined the implementation of these programs may result in undertakings that have the potential to affect historic properties that may have religious or cultural significance to federally recognized Indian Tribes on- or off-tribal lands, including sites that may contain human remains or associated cultural items, and FEMA has invited the Absentee-Shawnee Tribe of Oklahoma, the Alabama-Coushatta Tribe of Texas, Alabama-Quassarte Tribal Town of Oklahoma, the Cherokee Nation of Oklahoma, the Chickasaw Nation, the Choctaw Nation of Oklahoma, the Coushatta Tribe of Louisiana, the Eastern Band of Cherokee Indians, Eastern Shawnee Tribe of Oklahoma, the Jena Band of Choctaw Indians, the Mississippi Band of Choctaw Indians, the Muscogee (Creek) Nation of Oklahoma, the Poarch Band of Creek Indians, the Seminole Tribe of Florida, the Seminole Nation of Oklahoma, the Shawnee Tribe, the Thlopthlocco Tribal Town, and the United Keetoowah Band of Cherokee (for this agreement "Tribes" refers to those listed in this clause) to participate in the terms of this Agreement as signatory parties to fulfill the requirements of Section 106; and,

WHEREAS, FEMA recognizes that the following Tribe has trust lands within the State of Alabama: Poach Band of Creek Indians; and,

WHEREAS, FEMA recognizes that the following Tribes have ancestral lands or have tribal interests within the State of Alabama: Absentee-Shawnee Tribe of Oklahoma, the Alabama-Coushatta Tribe of Texas, Alabama-Quassarte Tribal Town of Oklahoma, the Cherokee Nation of Oklahoma, the Chickasaw Nation, the Choctaw Nation of Oklahoma, the Coushatta Tribe of Louisiana, the Eastern Band of Cherokee Indians, Eastern Shawnee Tribe of Oklahoma, the Jena Band of Choctaw Indians, the Kialegee Tribal Town, the Mississippi Band of Choctaw Indians, the Muscogee (Creek) Nation of Oklahoma, the Seminole Tribe of Florida, the Seminole Nation of Oklahoma, the Shawnee Tribe, the Thlopthlocco Tribal Town, and the United Keetoowah Band of Cherokee; and,

WHEREAS, the following Tribes have agreed to participate in the terms of this Agreement as invited signatory parties: Absentee-Shawnee Tribe of Oklahoma; Alabama-Coushatta Tribe of

Texas, the Alabama-Quassarte Tribal Town of Oklahoma, the Chickasaw Nation, the Choctaw Nation of Oklahoma, the Mississippi Band of Choctaw Indians, the Muscogee (Creek) Indians, the Poarch Band of Creek Indians, the Seminole Nation, the Seminole Tribe of Florida, the Thlopthlocco Tribal Town, and the United Keetoowah Band of Cherokee Indians; and,

WHEREAS, the following Tribes have agreed to participate in the terms of this Agreement as consulting parties: Coushatta Tribe of Louisiana and the Eastern Shawnee Tribe of Oklahoma; and,

WHEREAS, the following Tribes have declined to participate in the terms of this Agreement: The Cherokee Nation of Oklahoma and the Miccosukee Tribe of Indians of Florida; and,

WHEREAS, FEMA did not receive any responses about participating in the terms of this Agreement from the following Tribes: Eastern Band of Cherokee Indians, Jena Band of Choctaw Indians, Kialegee Tribal Town, and the Shawnee Tribe; and,

WHEREAS, FEMA may invite additional federally recognized Tribe(s) that may have sites of religious or cultural significance in Alabama to be a consulting party or signatory for this Agreement; and each of the provisions in this Agreement shall apply to the additional Tribe(s); and,

WHEREAS, Tribes have expertise to identify and evaluate historic properties with religious or cultural significance or other cultural resources of concern to them; and,

WHEREAS, Tribes have provided and may continue to provide information to FEMA which defines the areas of interest which are of significance to them within the State of Alabama (Appendix B); and,

WHEREAS, FEMA has afforded the ACHP a reasonable opportunity to comment on these Programs in accordance with Section 106, and has invited the ACHP to participate in the consultation process in accordance with 36 CFR Part 800, and the ACHP has chosen to become a signatory party, pursuant to 36 CFR §800.6(a)(1)(iii) and §800.14(b); and,

WHEREAS, FEMA, ACHP, AEMA, SHPO/THPO and Tribes acknowledge that the implementation of FEMA programs will be more efficient if a programmatic agreement, executed pursuant to 36 CFR §800.14(b), is in place to specify the procedures to define the roles and responsibilities in the historic review process, to eliminate the need for SHPO/THPO, Tribes and ACHP review of certain routine activities with little potential to adversely affect historic properties, including properties that may have tribal religious and cultural significance; and

119 further, to streamline reviews, so that the effect of undertakings on historic properties may be
120 considered in a manner that minimizes delays to the delivery of disaster assistance; and,
121

122 **NOW, THEREFORE** FEMA, ACHP, AEMA, SHPO/THPO and Tribes agree that these FEMA
123 Programs shall be administered in accordance with the following stipulations to satisfy FEMA's
124 Section 106 responsibilities for all resulting undertakings and effectively integrate historic
125 preservation compliance considerations into the delivery of FEMA assistance. Furthermore,
126 FEMA agrees to not authorize implementation of an individual undertaking until Section 106
127 review of the undertaking is completed pursuant to this Agreement.
128
129

STIPULATIONS

To the extent of its legal authority, and in coordination with the other Signatories and the Invited Signatories, FEMA shall require that the following measures be implemented:

I. LEAD AGENCY COORDINATION

- A. When FEMA is determined to be the Lead Agency [as defined by 36 CFR §800.2(a)(2)], FEMA shall coordinate the Section 106 review activities of all Federal agencies that participate in the undertaking funded by the Programs.
- B. FEMA shall schedule, as appropriate, coordination activities immediately following a Stafford Act major disaster or emergency declaration. These activities may include conference calls or meetings, which shall involve all signatories and other appropriate parties.
- C. If another Federal program or Federal agency has reviewed and approved a subgrantee's proposed project under the NHPA, FEMA has no further requirement for Section 106 review provided the approval is sound and the scope of the project has not changed. The subgrantee [as defined by 44 CFR §206.2(a) (2)] and AEMA shall certify to FEMA that there has been no change in the scope of work when submitting any previously written comment letter for NHPA compliance. FEMA will confirm that the approval is sound and that proper Tribal consultation has occurred.

II. APPLICABILITY

- A. This Agreement applies immediately upon the date of execution by all parties and supersedes the terms of the previously executed statewide programmatic agreement, dated September 14, 2005, among FEMA, SHPO, and AEMA, in accordance with Stipulation XV of that agreement.
- B. For FEMA undertakings that are also within the jurisdiction of the Federal Communications Commission (FCC) and within the scope of its Section 106 Programmatic Agreements for communication facilities, FEMA defers Section 106 review to the FCC in accordance with the ACHP Program Comment of October 23, 2009. The approval of funding for FEMA undertakings shall be conditioned upon the compliance of the subgrantee with FCC's applicable Section 106 review, including any required consultation with Tribes. FEMA shall notify the SHPO/THPO when applying the ACHP Program Comment to an undertaking.

- 168 C. In the event of a Stafford Act major disaster or emergency declaration, State, Tribal and
169 local governments may lack the capability to perform or to contract for emergency work,
170 and instead request that the work be accomplished by a Federal agency. Through a
171 mission assignment (MA), FEMA may direct appropriate Federal agencies to perform the
172 work. This Agreement shall apply to such Federal assistance undertaken by or funded by
173 FEMA pursuant to Titles IV and V of the Staff Act and 44 CFR Part 206.
174
- 175 D. With the concurrence of the Signatories, other Federal agencies providing financial
176 assistance for the type of Program activities covered under the terms of this Agreement
177 may satisfy their Section 106 responsibilities by accepting and complying with the terms
178 of this Agreement.
179
- 180 1. Other Federal agencies may include municipalities who have assumed environmental
181 responsibilities of the U.S. Department of Housing and Urban Development, and
182 acting as the Responsible Entity pursuant to 24 CFR Part 58, are responsible for
183 environmental review, decision-making action.
184
- 185 2. In such situations, the Federal Agency shall request concurrence from the Signatories
186 in writing of its intent to use this Agreement to achieve compliance with its Section
187 106 requirements, and consult with the Signatories regarding its Section 106
188 compliance responsibilities. Such Federal Agencies shall provide to FEMA and the
189 SHPO/THPO the resumes of staff that meet the Secretary's Professional Qualification
190 Standard and will review projects using programmatic allowances in accordance with
191 Appendix B of this Agreement.
192
- 193 E. Pursuant to 44 CFR § 206.110(m), assistance to individuals and households provided
194 under 44 CFR Part 206, Subpart D and Section 408 of the Stafford Act, including funding
195 for owner occupied home repair and replacement, content replacement, personal
196 property, transportation and healthcare expenses, is exempt from the provisions of
197 Section 106. For ground disturbing activities and construction related to 44 CFR §§
198 206.117(b)(1)(ii) (temporary housing), 206.117(b)(3) (replacement housing),
199 206.117(b)(4) (permanent housing construction), 206.117(c)(1)(vi) (privately owned
200 access routes) and rental units (multi-family repair), FEMA shall conduct Section 106
201 review.
202
- 203 F. FEMA has determined that the following types of activities have limited or no potential
204 to affect historic properties and FEMA has no further Section 106 responsibilities with
205 regards to them, pursuant to 36 CFR §800.3(a)(1):
206

1. Administrative actions such as personnel actions, travel, procurement of services, supplies (including vehicles and equipment) for the support of day-to-day and emergency operational activities and the temporary storage of goods provided storage occurs within existing facilities or on previously disturbed soils.
2. Preparation, revision, and adoption of regulations, directives, manuals, and other guidance documents.
3. Granting of variances and actions to enforce Federal, State, or local codes, standards, or regulations.
4. Monitoring, data gathering and reporting in support of emergency disaster planning, response and recovery, and hazard activities.
5. Research and development of hazard warning systems, hazard mitigation plans, codes and standards, and education/public awareness programs. Implementation and construction of hazard warning systems are subject to Section 106 compliance.
6. Assistance provided for planning, studies, design, and engineering cost that involve no commitment of resources other than staffing and associated funding.
7. Assistance provided for training, management and administration, exercises and mobile/portable equipment purchases, with the exception of ground-disturbing activities and modification of existing structures.
8. Community Disaster Loans for funding to perform governmental functions for eligible jurisdiction in a designated disaster area that has suffered a substantial loss of tax and other revenue.
9. Acquisition, lease, or license of existing facilities where planned uses conform to past use or local land use requirements.
10. Funding the administrative action of acquiring properties in buyout projects, including the real estate transaction, but excluding the demolition.
11. Reimbursement of a subgrantee's insurance deductible, when the deductible is the total FEMA eligible cost for the project.
12. Labor, equipment and materials used to provide security, excluding any ground disturbing activities or demolition, in the declared disaster area, including lease,

rental, purchase, or repair of equipment or vehicles and payment for staff and contract labor.

13. Application of pesticides to reduce adverse public health effects, including aerial and truck-mounted spraying.

14. Unemployment assistance.

15. Distribution of food coupons.

16. Legal services.

17. Crisis counseling.

G. This Agreement will only apply to historic properties (including those yet to be identified) that retain National Register eligibility pursuant to 36 CFR Part 60; historic properties that may have tribal religious or cultural significance; or properties that may be eligible for inclusion in the National Register [as defined by 36 CFR §800.16(1)(2)].

H. FEMA shall conduct Section 106 review in accordance with Stipulation VII or VIII of this Agreement. Pursuant to Stipulation VII, FEMA shall determine when an undertaking meets applicable criteria of the Programmatic Allowances (Appendix C). FEMA shall document this determination in the project file and authorize the release of funding for the undertaking without further review and notification to SHPO/THPO or Tribes.

I. For all other activities, FEMA shall conduct Section 106 review pursuant to Stipulation VI or IX.

J. The terms governing expedited review of projects for emergencies set forth in Stipulation VI do not apply to the long-term planning or mitigation programs including, but not limited to, PDM, HMGP, GPD grants or grants from FEMA's National Preparedness Division.

K. This Agreement is also applicable to all future FEMA Programs that may be instituted during the life of this Agreement. See Stipulation XIV.B.

III. TRIBAL CONSULTATION

285 A. When the implementation of FEMA Programs fall under the Stipulations set forth in this
286 Agreement, FEMA will notify all designated Tribal contacts, as listed in Appendix A, of
287 the nature of the emergency and invited to participate in consultation activities.
288

289 1. Tribes having trust land within the State of Alabama will be consulted with in
290 recognition of their sovereignty. FEMA will consult and carry out its Programs in
291 accordance with applicable authorities and in recognition of Tribal sovereignty of all
292 federally recognized Tribes including those that have acquired THPO status in
293 accordance with Section 101(d)(2) of the NHPA and those Tribes that have not
294 assumed SHPO functions. A tribe may require a separate agreement for the expedited
295 review of historic and cultural properties. Such agreements will be negotiated in
296 consultation with FEMA pursuant to 36 CFR §800.2(c)(2)(ii)(E).
297

298 2. Tribes have tribal interests or ancestral lands within the State of Alabama. FEMA
299 will consult and carry out its Programs in accordance with applicable authorities and
300 in recognition of Tribal sovereignty of federally recognized Tribes with interests or
301 ancestral lands within the State of Alabama.
302

303 3. Pursuant to Stipulation XV.E, a Tribe may decline to consult on a specific
304 undertaking without affecting its roles in this Agreement.
305

306 B. Except for those activities in Appendix C, FEMA shall consult with each Tribe on its
307 undertakings according to the terms set out in Appendix B that stipulates each Tribe's
308 geographic areas of interest in Alabama and when they want to participate in Section 106
309 consultation for undertakings under this Agreement. However, each Tribe has the option
310 to decline consultation for any individual undertaking FEMA proposes to assist with,
311 including those that lie outside of discrete geographic areas that each Tribe indicates are
312 not of interest to that particular Tribe. For the purposes of this Agreement, each of the
313 Tribes has identified, and may update, the areas that are of interest to the Tribe either by
314 providing to FEMA a list of counties containing these areas or by providing to FEMA a
315 map delineating these areas. These lists and maps are included in Appendix B of this
316 Agreement. Changes or updates to Appendix B by a Tribe will not require an
317 amendment to this Agreement. A Tribe's decision to decline consultation with FEMA
318 applies only to the specific undertaking and will not abrogate a Tribe's right to consult on
319 any other undertaking.
320

321 C. FEMA shall ensure that its consultation with other consulting parties shall not include the
322 dissemination of information that might risk harm to an American Indian cultural site.
323 For the purposes of this agreement, American Indian cultural site is defined as historic
324 properties, including but not limited to, archaeological sites, locations, and other historic

properties in which features are culturally important or items that are of American Indian origin, or in which there are American Indian burials, traditional cultural properties or sacred sites which are of religious and cultural significance to the Tribe or a traditional cultural property or that might impede the use of such a site by the Tribes in accordance with Section 304 of the NHPA and other applicable laws.

IV. ASSIGNED RESPONSIBILITIES

A. FEMA Responsibilities

1. FEMA shall use federal or contractor staff whose qualifications meet *The Secretary of the Interior's (SOI) Professional Qualifications Standards* (Professional Qualifications) defined in 36 CFR Part 61, Appendix A, as determined by FEMA's Federal Preservation Officer (FPO), in ensuring compliance with this Agreement. FEMA acknowledges that Tribes possess special expertise in assessing the National Register eligibility of properties with religious or cultural significance to them. With regard to such properties, Tribal leaders, and as appropriate, their representatives shall decide who meets qualifications of standards as defined by their Tribes.
2. FEMA alone shall conduct all project consultation with Tribe(s). In accordance with 36 CFR §800.2(c)(4), FEMA may authorize the Grantee(s), or a subgrantee through the Grantee(s), to initiate the Section 106 process with the SHPO and other consulting parties, assist in identifying other consulting parties with a demonstrated interest in the undertaking, and prepare any necessary analyses and documentation, but FEMA will remain responsible for determination of National Register eligibility and findings of effect recommended by the authorized party. FEMA shall follow the process set forth in Stipulation IV.A.1, and notify the SHPO in writing when a Grantee or subgrantee has been authorized to initiate consultation on FEMA's behalf.
3. In cases where FEMA requests that another federal agency, a state agency, or the subgrantee identify and evaluate historic properties on behalf of FEMA, as described in 36 CFR §800.4(b)-(c), FEMA shall require such a federal agency, state agency, or the subgrantee to certify that all work done on FEMA's behalf is done or reviewed by staff that meets SOI Professional Qualifications, as determined by FEMA's FPO.
4. FEMA shall provide the signatories with an annual report on this Agreement for the previous calendar year on March 31st of each year that this Agreement is in effect unless the report due date is extended by agreement of the signatories. This report shall summarize activities that were reviewed using this Agreement, actions taken to implement this Agreement, specific allowances used under this Agreement, and

365 recommend any actions or revisions to be considered during the calendar year. The
366 parties shall review this information to determine if any amendments are necessary.
367

- 368 5. FEMA shall consult with signatories annually to evaluate effectiveness of the
369 Agreement and the need for any modifications or amendments. As provided in
370 Stipulation XV.B., this consultation meeting will occur no later than 60 days after
371 FEMA provides the annual report described in Stipulation IV.A.3.
372
- 373 6. FEMA shall maintain a current list of consulting parties to this Agreement with
374 names, mailing and shipping addresses, fax, office telephone numbers and available
375 email addresses in Appendix A. FEMA shall provide updates to Appendix A when
376 changes in contact information occur and will provide this information to all
377 signatories. Changes or updates to Appendix A will not require an amendment to this
378 Agreement.
379
- 380 7. FEMA shall notify all signatories, as soon as practicable, of a Stafford Act major
381 disaster or emergency declaration and the FEMA Environmental Historic
382 Preservation (EHP) disaster-specific points of contact, and provide updates on the
383 status FEMA disaster program delivery, as appropriate.
384
- 385 8. FEMA shall convene an initial disaster scoping meeting as soon as practicable after
386 each Stafford Act declaration to address disaster-specific issues and procedures.
387
- 388 9. FEMA shall provide a quarterly status report to AEMA identifying projects that have
389 been undergoing historic preservation review for more than 30 days.
390

391 B. SHPO Responsibilities

392

- 393 1. SHPO shall review FEMA's National Register eligibility determinations and make
394 findings and provide comments within the timeframes required by this Agreement in
395 Stipulations VI and VIII.
396
- 397 2. SHPO shall participate in an initial disaster scoping meeting for each Stafford Act
398 declaration.
399
- 400 3. SHPO may delegate some or all of its responsibilities under this Agreement to
401 consultants. They shall serve as SHPO representatives with respect to the actions and
402 decisions required by this Agreement. SHPO shall consult with FEMA about the
403 selection of SHPO representatives, the scope of responsibilities delegated, and the
404 implementing procedures related to the actions and decisions delegated.

- 405
- 406 4. SHPO shall notify the Regional Environmental Officer of FEMA Region IV within
- 407 30 days of any change in SHPO contact information in Appendix A. Changes or
- 408 updates to Appendix A will not require an amendment to the Agreement.
- 409
- 410 5. SHPO shall participate in annual reviews convened by FEMA to review the
- 411 effectiveness of this Agreement.
- 412

413 C. AEMA Responsibilities

414

- 415 1. AEMA shall ensure that all subgrantees are fully informed of their responsibilities as
- 416 stipulated in this Agreement.
- 417
- 418 a) This includes providing subgrantees with guidance about in-kind repairs, pursuant
- 419 to *The Secretary of the Interior's Treatment Standards for the Treatment of*
- 420 *Historic Properties 1995* (SOI Standards), or the most updated version and
- 421 ensuring that subgrantees understand and acknowledge any additional stipulations
- 422 placed on undertakings as a result of Section 106 consultation or other terms of
- 423 this Agreement.
- 424
- 425 b) AEMA shall include the language in Stipulation XI.A in the Agreement between
- 426 AEMA and the subgrantee that controls the reimbursement of the subgrantee's
- 427 allowable project costs. AEMA shall ensure this language is part of any
- 428 subgrantee contracts.
- 429
- 430 2. AEMA shall ensure that all final reports resulting from undertakings pursuant to this
- 431 Agreement will be consistent with applicable SHPO guidelines for such documents
- 432 where FEMA is not directly coordinating the Section 106 review process.
- 433
- 434 3. AEMA shall ensure that all subgrantees understand that failure to comply with the
- 435 terms of this Agreement may jeopardize FEMA funding or participation in an
- 436 undertaking.
- 437
- 438 4. AEMA shall assist FEMA with the preparation of an annual report summarizing
- 439 activities carried out under the terms of this Agreement pursuant to Stipulation
- 440 IV.A.3. Such reports will serve as the basis for the annual Agreement review.
- 441
- 442 5. AEMA shall notify the Regional Environmental Officer of FEMA Region IV within
- 443 30 days of any change in contact information in Appendix A. Changes or updates to
- 444 Appendix A will not require an amendment to the Agreement.

- 445
- 446 6. AEMA shall participate in an initial disaster scoping meeting for each Stafford Act
- 447 declaration.
- 448
- 449 7. AEMA shall provide a quarterly status report to the subgrantees on projects that
- 450 require a historic preservation review longer than 30 days.
- 451

452 D. THPO/Tribal Responsibilities

453

- 454 1. Tribes shall participate in an initial disaster scoping meeting for each Stafford Act
- 455 declaration within their geographic area of interest as outlined in Appendix B.
- 456
- 457 2. Tribes shall review FEMA's National Register eligibility determinations and effect
- 458 findings and provide comments within the timeframes required by this Agreement.
- 459 Tribal leaders, and as appropriate, their representatives providing comments to FEMA
- 460 will meet the qualifications or standards as defined by each Tribe.
- 461
- 462 3. Tribal leader(s) or Tribal government(s) may designate a representative(s) including
- 463 the THPO, to carry out the duties related to the actions and decisions delegated by
- 464 this Agreement. Tribes shall notify FEMA of the designated representative(s), and
- 465 Scope of responsibilities delegated.
- 466
- 467 4. Individual Tribes may provide written disaster-specific protocols to the Regional
- 468 Environmental Officer of FEMA Region IV with tribal-specific consultation
- 469 procedures and request their implementation for any Stafford Act declaration. These
- 470 tribal-specific consultation procedures shall apply only to the Tribe that provides
- 471 them.
- 472
- 473 5. Tribes shall notify the FEMA Region IV Regional Environmental Officer within 30
- 474 days of any change in contact information in Appendix A. Changes or updates to
- 475 Appendix A will not require an amendment to the Agreement.
- 476
- 477 6. Tribes shall participate in the annual reviews convened by FEMA to review the
- 478 effectiveness of this Agreement.
- 479

480 E. ACHP Responsibilities

481

- 482 1. ACHP shall provide guidance and advisory information to resolve disputes that may
- 483 occur during implementation of this Agreement.
- 484

2. ACHP shall advise FEMA if it will participate in consultations to resolve adverse effects.
3. ACHP shall consult with FEMA to address public objections or concerns raised by signatories regarding implementation of this Agreement.
4. ACHP shall participate in the annual reviews convened by FEMA to review the effectiveness of this Agreement.
5. ACHP shall be invited to participate in an initial scoping meeting for each Stafford Act declaration.

V. COORDINATION

- A. Upon entering into this Agreement, FEMA will verify points of contact and ensure that this is kept up-to-date and reviewed annually. Following a Stafford Act declaration, SHPO/THPO, Tribes and AEMA representatives shall participate in a disaster-specific historic preservation scoping meeting with FEMA, where FEMA and AEMA shall provide guidance on program issues and processes. FEMA and AEMA, as appropriate, shall also present information related to the Section 106 review process to all subgrantees at the applicants' briefings and kickoff meetings.
- B. All time designation will be in calendar days. If any consulting party does not comment within the agreed upon timeframes, FEMA may assume that party's concurrence with FEMA's determination, and shall notify all consulting parties of the action and proceed in accordance with this Agreement.
- C. FEMA shall:
 1. Consult with SHPO/THPO, Tribes and ACHP in the event of a Stafford Act declaration to establish a process for notifications with all consulting parties and for consulting party response.
 2. Consult with other federal agencies having jurisdiction for undertakings related to the programs covered by this Agreement.
 3. Consult with Tribes, and as appropriate, their THPO or representative(s), for undertakings related to Programs and fulfill consultation responsibilities regarding historic properties, including properties of tribal religious or cultural significance.

- 525
- 526 4. Notify Tribes by their preferred means regarding the scope of disaster damage and
- 527 potential impact on historic properties, including properties of tribal religious or
- 528 cultural significance that might be affected by undertakings upon the initial Stafford
- 529 Act declaration. FEMA shall follow this initial notification with a letter inviting
- 530 Tribes to assist FEMA in determining potential impacts of undertakings.
- 531
- 532 5. When notified by the subgrantee or AEMA or any proposed change to the approved
- 533 scope of work for an undertaking related to a historic property [as defined by 36 CFR
- 534 §800.16(1)], FEMA shall notify SHPO/THPO, Tribes, and interested parties, as
- 535 necessary, as soon as practicable to determine if the change will have an effect on the
- 536 property. FEMA may authorize the subgrantee to proceed with the change if it meets
- 537 a programmatic allowance or if, for a standing structure, the change can be modified
- 538 to conform to the *SOI Standards*. If FEMA determines that the change does not meet
- 539 an allowance, or if FEMA, SHPO/THPO and Tribes determine that the change cannot
- 540 be modified to conform to the *SOI Standards*, FEMA shall initiate adverse effect
- 541 consultation pursuant to Stipulation IX.
- 542
- 543 6. In the aftermath of a Stafford Act declaration, determine in consultation with
- 544 SHPO/THPO and Tribes those historic properties that are standing structures, which
- 545 may be eligible for FEMA grant program funds, that have not retained National
- 546 Register eligibility pursuant to 36 CFR Part 60. This Agreement will apply only to
- 547 historic properties that retain National Register eligibility in the aftermath of a
- 548 Stafford Act disaster, pursuant to 36 CFR Part 60. For those undertakings involving
- 549 standing structures that lack integrity, as agreed by FEMA, SHPO/THPO and Tribes,
- 550 FEMA shall conclude its Section 106 review for that undertaking and document the
- 551 decision in the project file and these properties will not be considered further under
- 552 Section 106 review. This determination is only applicable to standing structures and
- 553 does apply to underlying archaeological properties. Integrity is defined as the
- 554 authenticity of a property's historic identity, evidenced by the survival of physical
- 555 characteristics that existed during the property's prehistoric or historic period.
- 556 Historic integrity is the composite of seven qualities, including location, design,
- 557 setting, materials, workmanship, feeling, and association. If FEMA, SHPO/THPO
- 558 and Tribes do not agree on whether a historic property has retained National Register
- 559 eligibility, FEMA shall review all undertakings that may affect the property in
- 560 accordance with Stipulations VI through VIII.
- 561
- 562 7. Develop with SHPO/THPO and Tribes a practical plan for involving members of the
- 563 public in the Section 106 review process for specific projects in accordance with 36
- 564 CFR §800.3(e). In doing so, FEMA shall seek and consider the views of the public

and tribal members in a manner that reflects the nature and complexity of the undertaking and its potential to affect historic properties, the likely interest of the public in those effects, confidentiality concerns of private individuals and businesses, and the relationship of the federal involvement to the undertaking. FEMA, in consultation with SHPO/THPO and Tribes may invite interested groups or persons to participate as consulting parties in the Section 106 process in accordance with 36 CFR §800.3(f).

D. SHPO Shall:

1. Provide FEMA with available information about properties within the Stafford Act declaration area, including:
 - a) Historic properties listed in, or previously determined eligible for listing in, the National Register, those determined not eligible, and those without determinations through Federal agency compliance with Section 106 or by the Keeper of the National Register;
 - b) Properties listed in the Alabama Historic Standing Structures Survey, the Alabama Register of Landmarks and Heritage, and the Alabama Archaeological Site Files, as maintained by the University of Alabama;
 - c) Geographic areas with potential for archaeological resources, areas where adequate cultural resource surveys have taken place, and areas where there are not likely to be archaeological resources;
 - d) Access to GIS database for historic properties, when available.
2. Provide available listings of previously unevaluated structures/buildings within the Stafford Act disaster declaration area, and geographic areas within the affected area with a high potential for under-evaluated historic properties when available.
3. Identify SHPO staff or consultants to assist FEMA staff with its Section 106 responsibilities, and identify, in coordination with FEMA, specific activities that SHPO may perform at FEMA's request for specific projects.
4. Assist FEMA in identifying federally recognized Tribes [as defined by 36 CFR §800.16 (m)], within and outside the State of Alabama, that have historic properties of religious or cultural significance in the state, or other individuals or organizations with a demonstrated interest in an undertaking affecting historic properties, due to the

605 nature of their legal or economic relation to, or their concern with the effects of the
606 undertaking on the properties and organizations in the Stafford Act disaster area that
607 have an interest in historic properties.

- 608
- 609 5. Assist local jurisdictions in identifying staging and disposal sites for debris disposal
610 and sites for vegetative debris chipping, if applicable, that will not have the potential
611 to cause effects on historic properties.

612

613 E. Tribes, including THPO, Shall:

- 614
- 615 1. Make FEMA and SHPO aware of unevaluated Tribal historic properties within the
616 Stafford Act declaration disaster area, and geographic areas within the disaster
617 declaration area with a high potential for unidentified historic properties. Information
618 provided to FEMA may be exempt from public disclosure under the Freedom of
619 Information Act (FOIA) by both Section 304 of the NHPA; and Section 9 of the
620 Archeological Resources Protection Act (ARPA).
- 621
- 622 2. Provide information relevant to the National Register eligibility of properties within
623 the Area of Potential Effects (APE) [defined by 36 CFR §800.16(d)].
- 624
- 625 3. Identify THPO or Tribal staff or consultants to assist FEMA staff with its Section 106
626 responsibilities, and identify, in coordination with FEMA, specific activities that the
627 THPO or Tribal staff may perform at FEMA's request for specific projects.
- 628
- 629 4. Provide information to FEMA and SHPO that define areas in the State of Alabama
630 which are of significance to them for Appendix B and provide written updates, as
631 appropriate, under Stipulation III.D. Changes or updates to Appendix B will not
632 require an amendment to the Agreement.

633

634 F. ACHP Shall:

- 635
- 636 1. Provide guidance and advisory information to resolve disputes that may occur during
637 the implementation of this Agreement.
- 638
- 639 2. Advise FEMA if it will participate in consultations to resolve adverse effects.
- 640
- 641 3. Consult with FEMA to address public objections or concerns raised by signatories
642 regarding implementation of the Agreement.
- 643

- 644 4. Provide information on preservation issues of concern, including consultation and
645 policy guidance.
646
647 5. Identify ACHP staff to assist FEMA staff with its Section 106 responsibilities and
648 assign a reviewer when the ACHP will be participating in consultations to resolve
649 adverse effects, as necessary.
650

651 G. AEMA Shall:

- 652
653 1. Notify FEMA, as soon as practicable, of any proposed changes to an approved scope
654 of work for an undertaking related to a historic property. FEMA shall then consult
655 with SHPO/THPO and Tribes or authorize AEMA to consult with SHPO to determine
656 if the change will have an effect on the property.
657
658 2. Notify the subgrantee if FEMA authorizes the subgrantee to proceed with the change
659 if it meets a programmatic allowance (Allowance), or if, for a standing structure, the
660 change can be modified to conform to the *SOI Standards*.
661
662 3. Notify the subgrantee if FEMA determines that the change does not meet an
663 Allowance, or if FEMA and SHPO/THPO and Tribes determine that the change
664 cannot be modified to conform to the *SOI Standards*. In these cases FEMA shall
665 initiate adverse effect consultation pursuant to Stipulation IX.
666

667 **VI. EXPEDITED REVIEW FOR EMERGENCY UNDERTAKINGS**
668

- 669 A. Immediate rescue and salvage operations conducted to preserve life and property are
670 exempt from the provisions of Section 106 [36 CFR §800.12(d)].
671
672 B. As a result of or in anticipation of a Stafford Act declaration, FEMA may be required to
673 perform or authorize funding for emergency protective measures in response to an
674 immediate threat to human health and safety or an immediate threat to improved
675 property, which may adversely affect historic properties. For these and any other
676 undertakings that the Federal Coordinating Officer (FCO) determines are of an
677 emergency nature (referred to collectively below as “emergency actions”) and are not
678 exempt from Section 106 review in accordance with Stipulation VI.A., FEMA shall
679 conduct the following expedited review:
680
681 1. The expedited review period will begin at the time that FEMA determines an
682 emergency action is required and will remain in effect for the time necessary to

683 implement this expedited review, but for not more than 30 days after the Stafford Act
684 disaster declaration.
685

686 2. The FCO shall certify in writing to SHPO/THPO and Tribes the need for FEMA to
687 conduct an expedited review for individual undertakings. Should FEMA find it
688 necessary to extend the expedited review period beyond 30 days, FEMA shall, in 30-
689 day increments, request an extension from ACHP in writing, and copy SHPO/THPO
690 and Tribes on the request letter and provide SHPO/THPO a copy of the ACHP
691 finding. FEMA shall immediately assume ACHP's concurrence unless otherwise
692 notified.
693

694 3. If it appears that an emergency action will adversely affect a historic property,
695 including tribal property of religious or cultural significance during this expedited
696 review period, FEMA shall consult with SHPO/THPO and Tribes, AEMA, and other
697 consulting parties and provide available information about the condition of the
698 property, the proposed action, and feasible measures that will take the adverse effect
699 into account, requesting comments from all relevant parties.
700

701 a) FEMA may provide this information through written requests, meetings,
702 conference calls or electronic means. On written documents, FEMA will note that
703 the project falls under the emergency expedited review period in the subject line
704 by including the phrase "Emergency Review." FEMA will clearly state that a
705 projects fall under this emergency review during meetings and conference calls.
706

707 b) The time period in which SHPO/THPO and Tribes shall respond to any FEMA
708 request for comments after receipt of request and confirmation of contact with
709 tribal representatives will be determined at the initial disaster scoping meeting and
710 shall be no longer than four (4) days.
711

712 c) If FEMA determines the nature of the emergency action warrants a shorter time
713 period for SHPO/THPO and Tribal review, FEMA shall notify SHPO/THPO and
714 Tribes immediately.
715

716 4. If FEMA does not accept the recommendations provided by SHPO/THPO and Tribes
717 pursuant to this Stipulation, or if SHPO/THPO or Tribes object to FEMA's proposal
718 to use the emergency review procedure and/or proposed treatment measures, FEMA
719 shall consult with SHPO/THPO and Tribes to resolve the dispute.
720

721 a) If FEMA is unable to resolve the dispute, FEMA shall seek ACHP's comments.
722

- 723 b) The ACHP shall provide final comments to FEMA within 3 days after receipt of
724 FEMA's request.
725
726 c) If FEMA determines the nature of the emergency action warrants a shorter time
727 period for ACHP review, FEMA shall notify the ACHP immediately.
728
729 5. Emergency Actions may proceed without further review if FEMA determines that an
730 emergency action would not adversely affect:
731
732 a) Any identified historic property;
733
734 b) Tribal property of religious or cultural significance; or,
735
736 c) Any property determined to be 45 years old or newer.
737
738 FEMA may elect to consult with SHPO/THPO and tribes on such issues. FEMA
739 shall document its decision with a written record in the project file.
740

741 **VII. PROGRAMMATIC ALLOWANCES**

742

- 743 A. FEMA shall determine if the actions of an undertaking are included in the Allowances in
744 Appendix C. If so, FEMA shall document this determination in the project file and may
745 authorize funding for the undertaking.
746
747 B. If the undertaking involves a National Historic Landmark (NHL), FEMA shall notify the
748 SHPO, participating Tribe(s) and the appropriate National Park Service (NPS) NHL
749 Program Manager that the undertaking conforms to one or more Allowance. FEMA shall
750 provide information about the proposed scope of work for the undertaking and the
751 Allowance(s) enabling FEMA's determination.
752
753 C. If FEMA determines any portion of an undertaking's scope of work does not conform to
754 one or more of the Allowances listed in Appendix C, FEMA shall conduct a Section 106
755 review for the entire undertaking.
756

757 **VIII. STANDARD PROJECT REVIEW**

758

759 A. Applicability

760

761 In accordance with 36 CFR §800.3(a)(1), activities that FEMA determines do not have
762 the potential to affect historic properties, assuming such properties were present, do not

763 qualify as undertakings subject to further Section 106 review for the purposes of this
764 Agreement and FEMA has no further obligation to initiate consultation on such activities.
765

766 B. Review Timeframes

767
768 1. For undertakings requiring a standard project review within the first six month after a
769 Stafford Act disaster declaration, the standard project review timeline for consultation
770 will be fifteen (15) days after receipt of consultation requests. Consultations using
771 this timeframe will be marked "15 Day Standard Project Review Request" on the
772 letter and in the email subject line. FEMA may request an extension from
773 SHPO/THPO and Tribes for use of this timeframe beyond the first six months of a
774 declaration should the magnitude of the declaration require continued use of this
775 timeframe.
776

777 2. For all other undertakings requiring a standard project review, the timeframe for
778 consultation response will be 30 days after receipt of consultation requests.
779 Consultations using this timeframe will be marked "30 Day Standard Project Review
780 Request" on the letter and in the email subject line.
781

782 C. If an undertaking is not subject to Stipulations VI or VII, the signatories of this
783 Agreement shall implement the following standard project review:
784

785 1. Area of Potential Effects (APE)

786
787 FEMA shall define and establish the APE [as defined by 36 CFR §800.16 (d)] in
788 consultation with SHPO/THPO and Tribes for all undertakings, except in cases where
789 an undertaking is limited to in-kind repair or rehabilitation of an individual facility as
790 defined by 44 CFR §206.201(c). In cases where there are ground-disturbing
791 activities, if there are unexpected discoveries, refer to Stipulation XI. For all project
792 reviews of individual facilities, the individual structure will be the APE.
793

794 2. Identification and Evaluation of Historic Properties

795
796 In accordance with 36 CFR §800.4(b) and (c), FEMA shall determine, in consultation
797 with SHPO/THPO and Tribes, if the APE contains historic properties, including
798 archaeological sites or properties of religious or cultural significance that are listed in
799 or eligible for listing in the National Register.
800

801 3. Determinations of Eligibility
802

FEMA shall review all National Register eligibility determinations and consult with SHPO/THPO and Tribes regarding its determinations. Should FEMA and SHPO/THPO or Tribes disagree on determinations of eligibility (DOE) for the National Register made by a qualified professional or by a designated tribal representative, FEMA shall obtain a determination of eligibility from the Keeper of the National Registers pursuant to 36 CFR §63.2(d) and (e) and 36 CFR §800.4(c)(2).

4. Findings of No Historic Properties Affected

In accordance with 36 CFR §800.4(d)(1), FEMA shall make a finding of “no historic properties affected” if it determines the following to be the case:

- a) No historic properties are present; or,
- b) An undertaking is designed to avoid historic properties including archaeological sites or properties of religious or cultural significant to Tribes; or,
- c) An undertaking is designed to avoid affecting the qualifying characteristics of historic properties that are standing structures.

5. Review of FEMA’s No Historic Properties Affected Determination

- a) FEMA shall notify SHPO/THPO and Tribes and all consulting parties of this finding and provide supporting documentation. Unless SHPO/THPO or Tribes or any consulting party objects to this finding within the timelines outlined in Stipulation V.B, FEMA shall complete the Section 106 review and may approve funding.
- b) If SHPO/THPO or Tribes object within 30 days of their receipt of an adequately documented finding, FEMA shall:
 - (1) Consult with the objecting party to resolve the disagreement; or,
 - (2) Elect to assess effects on the historic property by applying the criteria of adverse effect per Stipulation VIII.B.6. below; or,
 - (3) Forward the finding and supporting documentation to the ACHP and request that the ACHP review the finding pursuant to 36 CFR § 800.4(d)(1)(iv)(A)-(C).

843 6. Application of the Criteria of Adverse Effect
844

845 If FEMA finds an undertaking may affect identified historic properties, including
846 properties of religious or cultural significance to Tribes, or if SHPO/THPO or Tribes
847 object to the finding of “no historic properties affected” within 30 days after receipt,
848 FEMA shall consult with SHPO/THPO and Tribes to apply the criteria of adverse
849 effect, pursuant to 36 CFR §800.5(a) (1). FEMA shall also consider any views
850 provided by consulting parties and the public related to such effects.
851

852 a) For standing structures only:
853

854 (1) If FEMA and SHPO/THPO and Tribes agree that an undertaking does not
855 meet the adverse effect criteria or that it meets the *SOI Standards*, FEMA
856 shall propose a finding of “no adverse effect” pursuant to 36 CFR §800.5(b).
857 FEMA shall notify SHPO/THPO and Tribes and all consulting parties of this
858 finding and provide supporting documentation pursuant to 36 CFR §800.5(c).
859 Unless SHPO/THPO or Tribes or any consulting party objects within the
860 timelines outlined in Stipulation V.B., FEMA shall proceed with the
861 undertaking assuming concurrence with its “No Adverse Effect”
862 determination.
863

864 (2) If SHPO/THPO or Tribes object to the finding of “no adverse effect,” FEMA
865 shall request through AEMA that the subgrantee revise the scope of work to
866 substantially conform to the *SOI Standards*, in consultation with SHPO/THPO
867 and Tribes and all consulting parties. FEMA also shall ensure that the revised
868 scope of work is reviewed for funding eligibility. If the subgrantee modifies
869 the scope of work to address the objections, FEMA shall notify SHPO/THPO
870 and Tribes and all consulting parties, and provide supporting documentation.
871 Unless SHPO/THPO or Tribes or any consulting party objects within the
872 timelines outlined in Stipulation V.B., FEMA shall FEMA shall proceed with
873 funding the undertaking assuming concurrence with its “No Adverse Effect”
874 determination.
875

876 (3) If SHPO/THPO, a Tribe, or other consulting party objects to FEMA’s “no
877 adverse effect” determination and upon FEMA’s re-examination of
878 information provided by the objecting party, FEMA agrees that the
879 undertaking will have an adverse effect; FEMA shall initiate consultation to
880 resolve the adverse effect in accordance with Stipulation IX.
881

882 b) For archaeological properties only:

- 883
- 884 (1) FEMA shall consult with SHPO/THPO and Tribes to determine specific
- 885 geographic areas that may have the potential for a high level of impact to
- 886 archaeological properties in order to aid in determining the necessary level of
- 887 effort required to identify any such properties.
- 888
- 889 (2) If SHPO/THPO or Tribes or any other consulting party objects to a “no
- 890 adverse effect” finding whereby identified archaeological properties can be
- 891 avoided or effects minimized through redesign of an undertaking, or through
- 892 procedures or requirements agreed upon among all the consulting parties, or
- 893 concurs that there will be an adverse effect, FEMA shall initiate adverse effect
- 894 consultation pursuant to Stipulation IX.
- 895
- 896 (3) When an undertaking will adversely affect a historic property that is an
- 897 archaeological site, FEMA shall request that the subgrantee identify feasible
- 898 alternatives to the undertaking that may avoid or minimize adverse effects to
- 899 the archaeological site. FEMA shall consult with SHPO/THPO, Tribes,
- 900 AEMA, and other parties with an interest in the undertaking to review the
- 901 subgrantee’s alternatives. If FEMA determines that the subgrantee cannot
- 902 avoid adverse effects to the archaeological site, FEMA shall consult further to
- 903 develop a memorandum of agreement (MOA) to avoid, minimize or mitigate
- 904 adverse effects on the archaeological site in accordance with 36 CFR
- 905 §800.6(c) and Stipulation IX.C. of this Agreement
- 906

907 c) For properties of religious or cultural significance to Tribes only:

908

- 909 (1) FEMA shall consult with Tribes or other consulting parties to determine
- 910 geographical areas containing properties of tribal religious or cultural
- 911 significance that may have the potential for impacts due to an undertaking in
- 912 order to aid in determining the necessary level of effort required to protect any
- 913 such properties.
- 914
- 915 (2) If Tribes or any other consulting party objects to a “no adverse effect” finding
- 916 whereby traditional cultural properties can be avoided or effects minimized
- 917 through redesign of an undertaking, or through procedures or requirements
- 918 agreed upon among all the consulting parties, or concurs that there will be an
- 919 adverse effect, FEMA shall initiate adverse effect consultation with the
- 920 affected tribe or consulting party pursuant to Stipulation IX.
- 921

922 **IX. RESOLUTION OF ADVERSE EFFECTS FOR HISTORIC PROPERTIES**

923
924 A. If FEMA finds that an undertaking will adversely affect a historic property, FEMA, in
925 consultation with the SHPO/THPO, Tribes, AEMA, and other consulting parties shall
926 determine if the project will be addressed with an MOA developed in accordance with 36
927 CFR §800.6(b), abbreviated consultation process, or through a programmatic agreement.
928 Following this consultation, FEMA shall notify SHPO/THPO, Tribes, and all other
929 consulting parties, as well as provide the ACHP with an adverse effect notice, including
930 documentation in accordance with 36 CFR §800.11(e).

931
932 B. Memorandum of Agreement (MOA)

933
934 FEMA shall develop an MOA in accordance with 36 CFR §800.6(c) to outline measures
935 to avoid, minimize or mitigate adverse effects on historic properties. FEMA shall consult
936 with SHPO/THPO, Tribes, AEMA, ACHP, if participating, and any other consulting
937 parties to consider reasonable alternate treatment measures that serve an equivalent or
938 greater benefit to FEMA, other Federal agencies, SHPO, Tribes, or the public than
939 standard measures (such as recordation, curation, relocation, or elevation) or
940 archaeological data recovery, while promoting the preservation of historic properties.
941 Alternate measures may include, but are not limited to, preservation planning,
942 interpretive programs, or development or enhancement of a historic property database
943 using a geographic information system.

944
945 C. Abbreviated Consultation Process

946
947 After taking into consideration the nature of historic properties affected and the severity
948 of the adverse effect(s), FEMA may propose in writing to the consulting parties to
949 resolve the adverse effects of the undertaking through the application of Treatment
950 Measures outlined below as negotiated with the SHPO and participating Tribes. The use
951 of these Treatment Measures shall not require the execution of a Memorandum of
952 Agreement (MOA) or Programmatic Agreement.

- 953
954 1. In consultation with the SHPO, participating Tribes, and other consulting parties,
955 FEMA shall propose in writing the implementation of a specific Treatment Measure
956 or a combination of Treatment Measures, with the intent of expediting the resolution
957 of adverse effects, and provide documentation as required by 36 CFR § 800.11(e) and
958 subject to the confidentiality provisions of 36 CFR §800.11(c), as well as provide the
959 ACHP with an adverse effect notice in accordance with 36 CFR § 800.6(a)(1) and
960 FEMA's intent to apply the Treatment Measure(s). Unless a consulting party or the
961 ACHP objects within 15 days of receipt of FEMA's proposal, FEMA shall proceed
962 with the use of the Treatment Measure(s) and will complete the Section 106 review.

- 963
- 964 2. If any of the consulting parties or the ACHP objects within the 15 day review and
- 965 comment period to the resolution of adverse effects through the application of the
- 966 Abbreviated Consultation Process, FEMA shall resolve the adverse effect(s) using
- 967 procedures outlined in Stipulation IX.B.
- 968
- 969 3. Because funding and implementation details of Treatment Measures for specific
- 970 undertakings may vary by Program, FEMA shall provide written notice to the
- 971 consulting parties within sixty (60) days of the completion of the Treatment
- 972 Measure(s). This written notice will serve as confirmation that the Treatment
- 973 Measure(s) for a specific undertaking have been implemented. FEMA also shall
- 974 include information pertaining to the completion of Treatment Measures in the annual
- 975 report pursuant to Stipulation IV.3.
- 976
- 977
- 978 4. Recordation Measures:
- 979
- 980 a) Digital photography of an individual historic property that complies with the
- 981 National Park Service's (NPS) *National Register of Historic Places Photographic*
- 982 *Policy March 2010* or subsequent revisions. FEMA will consult with SHPO
- 983 concerning print format and image size and submit a photographic proof sheet
- 984 showing thumbnail images in order that SHPO may choose specific images to be
- 985 printed for its files. A CD-ROM containing the digital versions of the
- 986 photographs, a completed Architectural Data Form (Appendix D), and a brief
- 987 history not to exceed two (2) pages will be submitted to SHPO prior to project
- 988 implementation; and
- 989
- 990 b) Digital photography of a building's surrounding streetscape or geographic context
- 991 that complies with the NPS' *National Register of Historic Places Photographic*
- 992 *Policy March 2010* or subsequent revisions. FEMA will consult with SHPO
- 993 concerning print format and image size and submit a photographic proof sheet
- 994 showing thumbnail images in order that SHPO may choose specific images for its
- 995 files. A CD-ROM containing the digital versions of the photographs and a brief
- 996 history of a building's or buildings neighborhood context not to exceed two (2)
- 997 pages will be submitted to SHPO prior to project implementation.
- 998
- 999 c) FEMA and SHPO may alternately or in addition to the measures above agree to
- 1000 record properties with large-format photography.
- 1001

1002 (1) The photography package shall include a comprehensive collection of
1003 photographs of both interior and exterior views showing representative spaces
1004 and details of significant architectural features and typical building materials.
1005 Exterior photographs shall include full oblique and contextual images of each
1006 elevation. Exterior views shall be keyed to a site plan while interior views
1007 shall be keyed to a floor plan of the building or structure. The photographs
1008 shall be indexed according to the date of the photographs, site number, site
1009 name, site address, direction, frame number, subject matter and photographers
1010 name recorded on the reverse side in pencil; and,
1011

1012 (2) The photography package shall include one (1) full set of 4 x 5 or 5 x 7-inch
1013 photographs printed on acid free paper, the corresponding 4 x 5 or 5 x 7-inch
1014 negatives in acid free sleeves, a completed state architectural inventory form,
1015 and a written site history of the historic property; and,
1016

1017 (3) The designated responsible party shall submit the photography package to the
1018 SHPO and Participating Tribe(s) for review and approval. Once approved by
1019 the SHPO and Participating Tribe(s), the designated responsible party shall
1020 submit full copies of the approved photography to the agreed-upon institution
1021 of choice for permanent retention.
1022

1023 d) Measured Historic American Building Survey (HABS)-level drawings produced
1024 at a precise scale from recorded measurements. Drawings may be produced either
1025 by hand or with computer-aided drafting (CAD) and will include both plans and
1026 elevations. In consultation with SHPO, original architectural drawings or copies
1027 of original drawings may be acceptable in lieu of newly created drawings.
1028

1029 e) Aesthetic camouflaging treatments to mitigate visual effects. Types of such
1030 treatments are the use of veneers, paints, texture compounds and other surface
1031 treatments or use of sympathetic infill panels and landscaping features.
1032

1033 f) Plans and specifications that will, to the greatest extent feasible, preserve the basic
1034 character of a building with regard to the design, scale, massing, and materials of
1035 the original building. FEMA, AEMA, and SHPO will work with the subgrantee
1036 to develop a historically compatible construction approach. Final construction
1037 drawings used in the bidding process will be submitted to the SHPO for review
1038 and comment prior to the award of a construction contract and the initiation of
1039 construction activities.
1040

g) Data transfer to and education of any Certified Local Government (CLG) where an affected building is located within the jurisdiction of the applicable CLG. Such data and education may include:

(1) GIS data layers and a database of above-ground historic properties within the CLG's jurisdiction.

(2) Printed maps of above-ground historic properties within the CLG's jurisdiction.

(3) Donation of reference materials focusing on hazard mitigation [as defined by 44 CFR §206.2(a)(14)] practices and historic properties.

(4) An educational workshop to the CLG to orient the CLG to the data and materials provided to them.

D. Programmatic Agreement

FEMA, SHPO/THPO, Tribes, AEMA and ACHP, if participating, and other consulting parties may consult to develop a project-specific programmatic agreement to identify programmatic conditions or treatment measures to govern the resolution of anticipated adverse effects from certain complex project situations for an undertaking or for multiple, but similar undertakings by a single subgrantee.

E. Public Involvement

FEMA shall involve the public in the resolution of adverse effects in accordance with 36 CFR §800.6(a)(4).

F. National Historic Landmarks (NHL)

When an undertaking has the potential to adversely affect a National Historic Landmark [as defined by 36 CFR §800.16 (p)], FEMA shall notify the National Park Service Southeastern Regional Office in Atlanta, Georgia, in addition to SHPO and Tribes. If FEMA determines that the undertaking will result in an adverse effect, FEMA shall invite the Secretary of the Interior (Secretary) and the ACHP to participate in the consultation to resolve the effects in accordance with 36 CFR §800.10.

X. CURATION OF ARTIFACTS AND STORAGE OF RECORDS

A. FEMA and AEMA shall ensure that all records produced during the course of an archaeological survey, testing, and any data recovery operations from the implementation of its undertakings are curated at a facility in Alabama that meets the standards of, and in accordance with the provisions of 36 CFR Part 79, "Curation of Federally Owned and Administered Archaeological Collections," and applicable state law.

1. In cases where cultural materials are recovered during the course of FEMA undertakings on tribal lands [as defined by 36 CFR §800.16 (x)] in Alabama, the recovered materials are the property of the Tribe and FEMA will ensure that the materials are provided to the Tribe.

2. All human remains shall be dealt with according to the Alabama Burial Act, Alabama Historical Commission Administrative Code, Chapter 460-X-10, and other applicable laws and Stipulation XI of this Agreement.

B. FEMA and AEMA shall ensure that all architectural records produced, or artifacts recovered, during the course of its undertakings are stored at a facility in Alabama that meets the standards of, and in accordance with the provisions of 36 CFR §1220.2, "Federal Records, General" and applicable state laws.

C. FEMA shall provide copies of all photographs, reports, field notes, analyses, GIS layers, etc. that pertain to the historic properties of Alabama that are generated as a result of the disaster to SHPO and Tribes when requested.

XI. UNEXPECTED DISCOVERIES

A. The Grantee shall ensure that its subgrant agreements, whereby the scope of work involves ground disturbance, and the resultant contract to execute said work, will provide for the protection of and the notification protocols for unexpected discoveries of cultural materials.

B. When notified by a subgrantee of an unexpected discovery, AEMA will require the subgrantee immediately stop work in vicinity of the discovery and shall notify FEMA immediately if it appears that a FEMA funded undertaking has affected a previously unidentified property or affected a known historic property in an unanticipated manner.

1. FEMA and AEMA shall work with Tribes and SHPO and consulting parties to ensure compliance with Alabama Antiquities Act and other applicable laws. Discoveries of

human remains on federal lands or tribal lands are subject to the Native American Graves Protection and Repatriation Act (NAGPRA) (25 U.S.C. §3001-3013, 18 U.S.C. § 1170) and the Archaeological Resources Protection Act (ARPA) (16 U.S.C. §470aa – 470mm). In the event that the human remains are discovered on tribal lands, the NAGPRA regulations provide that decisions regarding treatment of the site and disposition of human remains or cultural items are the responsibility of the Indian Tribe official (43 CFR §10.4(e)).

2. In cases where the human remains are determined to be American Indian, FEMA shall hold a consultation meeting about the remains with Tribes and representatives of the SHPO, as necessary. Such a consultation meeting may include a site visit to review the situation.
3. FEMA shall also notify SHPO/THPO and Tribes of any time constraints, and FEMA and SHPO/THPO and Tribes shall mutually agree upon timeframes for this consultation. AEMA and the subgrantee may participate in this consultation. FEMA shall provide SHPO/THPO or Tribes with written recommendations that take into account the effect of the undertaking. If SHPO/THPO and Tribes do not object to FEMA's recommendations within the agreed upon timeframe, FEMA shall require the subgrantee to modify the scope of work as necessary to implement the recommendations.

XII. ANTICIPATORY ACTIONS AND AFTER THE FACT REVIEW

- A. FEMA shall specifically advise AEMA and shall require that AEMA advise its subgrantees in writing that they may jeopardize Federal funding if work is performed without all required local, State, and Federal licenses, permits, or approvals, including the completion of the Section 106 process. FEMA also shall document this requirement in its Record of Environmental Consideration, as applicable, as well as all project approval documents specifying the project scope and limits, and containing all conditions and caveats.
- B. Pursuant to Section 110(k) of the NHPA and 36 CFR §800.9(c), FEMA shall not grant assistance to a subgrantee who, with intent to avoid the requirements of this agreement or Section 106 of the NHPA, has intentionally, significantly and adversely affected a historic property to which the assistance would relate, or having legal power to prevent it, allowed such significant adverse effect to occur. After consultation with the ACHP, FEMA may determine that circumstances justify granting such assistance despite the adverse effect created or permitted by the subgrantee and shall complete consultation for

the undertaking pursuant to Stipulation VIII., FEMA shall notify SHPO/THPO and Tribes of the results of its consultation with the ACHP.

C. In circumstances where FEMA determines a subgrantee has initiated an undertaking without willful intent to avoid the requirements of this Agreement or Section 106 of the NHPA, FEMA shall proceed as follows:

1. Determine if the undertaking is of a type for which FEMA has no further Section 106 responsibilities, namely:

a) An undertaking listed in Stipulation II.F.

b) An immediate rescue and salvage operation in accordance with 36 CFR § 800.12 (d).

c) An Allowance as described in Stipulation VII., or qualifying as an emergency undertaking performed during the expedited review period established by FEMA.

2. In any such cases, FEMA will document this determination in the project files, and consider the undertaking Section 106 compliant.

3. If FEMA determined the undertaking would have required Section 106 review, FEMA shall coordinate with the SHPO and affected Tribes to determine if consultation is feasible.

a) If after coordination with SHPO and affected Tribes, FEMA determines that the consultation is feasible, FEMA shall review the undertaking in accordance with Stipulation VII.

b) If after coordination with the SHPO and affected Tribes, FEMA determines that the review is not feasible, FEMA shall document that the project is noncompliant with Section 106, and the applicable FEMA program shall take the noncompliance into account when making a funding eligibility decision.

4. FEMA shall ensure that all undertakings considered for after the fact review in accordance with this Stipulation are included in the annual report.

XIII. DISPUTE RESOLUTION

- 1199 A. Should any signatory, invited signatory, or concurring party object within the timeframes
1200 provided to any plans, specifications, or actions provided for review pursuant to this
1201 programmatic agreement, FEMA shall consult further with the objecting party to seek
1202 resolution by the most expeditious and appropriate method.
1203
- 1204 B. If any signatory, invited signatory, or concurring party determines that the terms of the
1205 agreement cannot be carried out, the signatory shall submit a written notification to
1206 FEMA and all signatories regarding the subject of dispute and shall consult to amend this
1207 agreement as appropriate.
1208
- 1209 C. If at any time during implementation of the measures stipulated in this agreement, should
1210 an objection related to historic preservation be raised by a member of the public, FEMA
1211 shall take the objection into account, notify the SHPO/THPO and Tribes of the objection,
1212 and consult as needed with the objecting party, the SHPO/THPO and Tribes, and the
1213 ACHP to resolve the objection. FEMA shall notify the SHPO/ THPO, Tribes, ACHP,
1214 and any members of the public who have raised an objection of the resolution within 15
1215 days of resolution.
1216
- 1217 D. If FEMA determines that the objection cannot be resolved, FEMA shall forward all
1218 documentation relevant to the dispute to the ACHP, including FEMA's proposed
1219 resolution of the dispute. Within 15 days after receipt of all pertinent documentation, the
1220 ACHP shall:
1221
- 1222 1. Advise FEMA that it concurs with FEMA's resolution of the dispute; or,
 - 1223
 - 1224 2. Provide FEMA with recommendations, which FEMA shall take into account in
1225 reaching a final decision regarding the dispute; or,
 - 1226
 - 1227 3. Notify FEMA that it shall comment pursuant to 36 CFR §800.7(c), and proceed to
1228 comment. Any comment provided shall be taken into account by FEMA in
1229 accordance with 36 CFR §800.7(c)(4) with reference to the subject of the dispute.
1230
- 1231 E. If the ACHP does not provide FEMA with comments or recommendations within 15 days
1232 after receipt, FEMA may assume that the ACHP does not object to its recommended
1233 approach and it shall proceed accordingly.
1234
- 1235 F. Any recommendation or comment provided by ACHP shall be understood to pertain only
1236 to the subject of the dispute, and the signatories' responsibility to fulfill all actions that
1237 are not subject of the dispute shall remain unchanged.
1238

- 1239 G. The subgrantee will not be required to cease work on activities unrelated to the objection
1240 while the objection is being reviewed and resolved.
1241

1242 **XIV. EXECUTION AND IMPLEMENTATION OF PROGRAMMATIC AGREEMENT**
1243

- 1244 A. This Agreement may be executed in counterparts, with a separate page for each
1245 signatory, and FEMA shall ensure that each party is provided a fully-executed copy. This
1246 agreement will become effective on the date of the last signature by FEMA, AEMA,
1247 SHPO or the ACHP. The agreement will go into effect with regards to a Tribe once it
1248 has been signed by the Tribe.
1249

- 1250 B. FEMA Programs authorized by Congress in the future may be included under this
1251 Agreement, without amending this Agreement.
1252

- 1253 C. Execution and implementation of this Agreement is evidence that FEMA has afforded the
1254 ACHP a reasonable opportunity to comment on its administration of all aforementioned
1255 programs pursuant to the Stafford Act, the National Flood Insurance Reform Act, the
1256 Disaster Mitigation Act, the Post-Katrina Emergency Management Reform Act, and
1257 further evidences that FEMA has satisfied its Section 106 responsibilities for all
1258 individual undertakings of these Programs.
1259

1260 **XV. DURATION, AMENDMENTS, WITHDRAWAL, AND TERMINATION**
1261

- 1262 A. Duration

1263 Unless otherwise extended, this Agreement will expire on June 30, 2019.
1264

- 1265 B. A meeting or conference call will take place once a year among FEMA, SHPO, or THPO,
1266 Tribes, and ACHP within 60 days of FEMA's submittal of the annual report to the other
1267 signatories.
1268

- 1269 C. In the event that any provision of this agreement shall be deemed contrary to, or in
1270 violation of, any applicable existing law or regulation in the State of Alabama or the
1271 United States of America or of the Tribes affixing their signatures hereto, only the
1272 conflicting provisions shall be deemed null and void, and the remaining provisions of the
1273 Agreement shall remain in effect.
1274

- 1275 D. Amendments

1276
1277 Any signatory may request an amendment to this Agreement.
1278

1. If any signatory or invited signatory to the terms of this Agreement determines that the Agreement cannot be fulfilled, or that an amendment to the terms of this Agreement must be made, the signatories and invited signatories will consult for no more than 30 days to seek amendment to this Agreement.
2. This Agreement may be amended only upon the written consensus of the signatories. This Stipulation does not apply to the amendments made to the Appendices.
3. The Appendices may be amended at the request of FEMA, a signatory party, or an invited signatory party in the following manner:
 - a) FEMA, on its behalf or on the behalf of another signatory or invited signatory, shall notify all signatory parties to this Agreement of the intent to add to or modify the current Appendix or Appendices and shall provide a draft of the updated Appendix or Appendices to all signatory and invited signatory parties.
 - b) If no signatory or invited signatory party objects in writing within 15 days of receipt of FEMA's proposed addition of modification, FEMA will date and sign the amended Appendix and provide a copy of the amended Appendix to all parties.

E. Withdrawal by the Tribes

A Participating Tribe may notify the other signatories and invited signatories that it is withdrawing from participation in the Agreement for an undertaking, a specific disaster or its entirety. Following such a withdrawal, FEMA will review undertakings that may affect historic properties of religion and cultural significance to the Tribe in accordance with 36 CFR § 800.3 through 800.7 or an applicable alternative under 36 CFR §800.14. Withdrawal from this Agreement does not terminate the Agreement. A Tribe that has withdrawn from the Agreement may at any time that this Agreement remains in effect notify the signatory parties in writing that it has rescinded its notice withdrawing from participating in this Agreement.

F. Termination of the Agreement

Signatories and invited signatories may terminate this Agreement by providing 30 days written notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination

- 1319 1. Termination of this Agreement will require compliance with 36 CFR Part 800.
1320
1321 2. This Agreement may be terminated without further consultation by the execution of a
1322 subsequent agreement that explicitly terminates or supersedes its terms, or by
1323 FEMA's implementation of program alternatives, pursuant to 36 CFR §800.14.
1324

**PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE ALABAMA HISTORICAL COMMISSION,
THE ALABAMA EMERGENCY MANAGEMENT AGENCY,
ABSENTEE SHAWNEE TRIBE OF OKLAHOMA,
ALABAMA-COUSHATTA TRIBE OF TEXAS,
ALABAMA-QUASSARTE TRIBAL TOWN OF OKLAHOMA,
THE CHICKASAW NATION,
THE CHOCTAW NATION OF OKLAHOMA,
COUSHATTA TRIBE OF LOUISIANA,
MISSISSIPPI BAND OF CHOCTAW INDIANS,
MUSCOGEE (CREEK) NATION,
POARCH BAND OF CREEK INDIANS,
SEMINOLE NATION OF OKLAHOMA,
SEMINOLE TRIBE OF FLORIDA,
THLOPTHLOCCO TRIBAL TOWN,
UNITED KEETOOWAH BAND OF CHEROKEE INDIANS IN OKLAHOMA,
AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**

SIGNATORY

FEDERAL EMERGENCY MANAGEMENT AGENCY

April Cummings
Acting Regional Environmental Officer
Region IV

Date _____

Major P. May
Regional Administrator
Region IV

Date _____

**PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE ALABAMA HISTORICAL COMMISSION,
THE ALABAMA EMERGENCY MANAGEMENT AGENCY,
ABSENTEE SHAWNEE TRIBE OF OKLAHOMA,
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SEMINOLE TRIBE OF FLORIDA,
THLOPTHLOCCO TRIBAL TOWN,
UNITED KEETOOWAH BAND OF CHEROKEE INDIANS IN OKLAHOMA,
AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**

SIGNATORY

ALABAMA HISTORICAL COMMISSION

Frank W. White
State Historic Preservation Officer

Date _____

1386 **PROGRAMMATIC AGREEMENT AMONG**
1387 **THE FEDERAL EMERGENCY MANAGEMENT AGENCY,**
1388 **THE ALABAMA HISTORICAL COMMISSION,**
1389 **THE ALABAMA EMERGENCY MANAGEMENT AGENCY,**
1390 **ABSENTEE SHAWNEE TRIBE OF OKLAHOMA,**
1391 **ALABAMA-COUSHATTA TRIBE OF TEXAS,**
1392 **ALABAMA-QUASSARTE TRIBAL TOWN OF OKLAHOMA,**
1393 **THE CHICKASAW NATION,**
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1399 **SEMINOLE NATION OF OKLAHOMA,**
1400 **SEMINOLE TRIBE OF FLORIDA,**
1401 **THLOPTHLOCCO TRIBAL TOWN,**
1402 **UNITED KEETOOWAH BAND OF CHEROKEE INDIANS IN OKLAHOMA,**
1403 **AND**
1404 **THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**
1405

1406 **SIGNATORY**

1407 **ADVISORY COUNCIL ON HISTORIC PRESERVATION**

1409 _____
1410 John M. Fowler
1411 Executive Director
1412

Date

1413 **PROGRAMMATIC AGREEMENT AMONG**
1414 **THE FEDERAL EMERGENCY MANAGEMENT AGENCY,**
1415 **THE ALABAMA HISTORICAL COMMISSION,**
1416 **THE ALABAMA EMERGENCY MANAGEMENT AGENCY,**
1417 **ABSENTEE SHAWNEE TRIBE OF OKLAHOMA,**
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1429 **UNITED KEETOOWAH BAND OF CHEROKEE INDIANS IN OKLAHOMA,**
1430 **AND**
1431 **THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**
1432

1433 **INVITED SIGNATORY**

1434 **ALABAMA EMERGENCY MANAGEMENT AGENCY**

1436 _____
1437 Art Faulkner
1438 Director

Date

1441 PROGRAMMATIC AGREEMENT AMONG
1442 THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
1443 THE ALABAMA HISTORICAL COMMISSION,
1444 THE ALABAMA EMERGENCY MANAGEMENT AGENCY,
1445 ABSENTEE SHAWNEE TRIBE OF OKLAHOMA,
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1456 THLOPTHLOCCO TRIBAL TOWN,
1457 UNITED KEETOOWAH BAND OF CHEROKEE INDIANS IN OKLAHOMA,
1458 AND
1459 THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
1460

1461 INVITED SIGNATORY

1462 ABSENTEE SHAWNEE TRIBE OF OKLAHOMA

1464 _____
1465 George Blanchard
1466 Chairman

Date

1468 **PROGRAMMATIC AGREEMENT AMONG**
1469 **THE FEDERAL EMERGENCY MANAGEMENT AGENCY,**
1470 **THE ALABAMA HISTORICAL COMMISSION,**
1471 **THE ALABAMA EMERGENCY MANAGEMENT AGENCY,**
1472 **ABSENTEE SHAWNEE TRIBE OF OKLAHOMA,**
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1485 **AND**
1486 **THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**
1487

1488 **INVITED SIGNATORY**

1489 **ALABAMA-COUSHATTA TRIBE OF TEXAS**

1491 _____
1492 Ronnie Thomas
1493 Chairman

Date

1494 **PROGRAMMATIC AGREEMENT AMONG**
1495 **THE FEDERAL EMERGENCY MANAGEMENT AGENCY,**
1496 **THE ALABAMA HISTORICAL COMMISSION,**
1497 **THE ALABAMA EMERGENCY MANAGEMENT AGENCY,**
1498 **ABSENTEE SHAWNEE TRIBE OF OKLAHOMA,**
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1509 **THLOPTHLOCCO TRIBAL TOWN,**
1510 **UNITED KEETOOWAH BAND OF CHEROKEE INDIANS IN OKLAHOMA,**
1511 **AND**
1512 **THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**
1513

1514 **INVITED SIGNATORY**

1515 **ALABAMA-QUASSARTE TRIBAL TOWN OF THE CREEK NATION**

1516
1517
1518 _____
1519 Tarpee Yargee
1520 Chairman

Date

**PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE ALABAMA HISTORICAL COMMISSION,
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AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**

INVITED SIGNATORY

THE CHICKASAW NATION

“Nothing contained in this agreement shall be construed to waive the sovereign rights to the Chickasaw Nation, its officers, employees, or agents.”

Bill Anoatubby
Governor

Date _____

1550 **PROGRAMMATIC AGREEMENT AMONG**
1551 **THE FEDERAL EMERGENCY MANAGEMENT AGENCY,**
1552 **THE ALABAMA HISTORICAL COMMISSION,**
1553 **THE ALABAMA EMERGENCY MANAGEMENT AGENCY,**
1554 **ABSENTEE SHAWNEE TRIBE OF OKLAHOMA,**
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1566 **UNITED KEETOOWAH BAND OF CHEROKEE INDIANS IN OKLAHOMA,**
1567 **AND**
1568 **THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**
1569

1570 **INVITED SIGNATORY**

1571 **THE CHOCTAW NATION OF OKLAHOMA**

1572
1573 _____
1574 Gregory E. Pyle
1575 Chief
1576

Date

**PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
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THE ALABAMA EMERGENCY MANAGEMENT AGENCY,
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AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**

INVITED SIGNATORY

MISSISSIPPI BAND OF CHOCTAW INDIANS

Phyliss J. Anderson
Chief

Date _____

1604 **PROGRAMMATIC AGREEMENT AMONG**
1605 **THE FEDERAL EMERGENCY MANAGEMENT AGENCY,**
1606 **THE ALABAMA HISTORICAL COMMISSION,**
1607 **THE ALABAMA EMERGENCY MANAGEMENT AGENCY,**
1608 **ABSENTEE SHAWNEE TRIBE OF OKLAHOMA,**
1609 **ALABAMA-COUSHATTA TRIBE OF TEXAS,**
1610 **ALABAMA-QUASSARTE TRIBAL TOWN OF OKLAHOMA,**
1611 **THE CHICKASAW NATION,**
1612 **THE CHOCTAW NATION OF OKLAHOMA,**
1613 **COUSHATTA TRIBE OF LOUISIANA,**
1614 **MISSISSIPPI BAND OF CHOCTAW INDIANS,**
1615 **MUSCOGEE (CREEK) NATION,**
1616 **POARCH BAND OF CREEK INDIANS,**
1617 **SEMINOLE NATION OF OKLAHOMA,**
1618 **SEMINOLE TRIBE OF FLORIDA,**
1619 **THLOPTHLOCCO TRIBAL TOWN,**
1620 **UNITED KEETOOWAH BAND OF CHEROKEE INDIANS IN OKLAHOMA,**
1621 **AND**
1622 **THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**
1623

1624 **INVITED SIGNATORY**

1625 **MUSCOGEE (CREEK) NATION**

1626
1627
1628 _____
1629 George Tiger
1630 Chief

Date

1631 **PROGRAMMATIC AGREEMENT AMONG**
1632 **THE FEDERAL EMERGENCY MANAGEMENT AGENCY,**
1633 **THE ALABAMA HISTORICAL COMMISSION,**
1634 **THE ALABAMA EMERGENCY MANAGEMENT AGENCY,**
1635 **ABSENTEE SHAWNEE TRIBE OF OKLAHOMA,**
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1647 **UNITED KEETOOWAH BAND OF CHEROKEE INDIANS IN OKLAHOMA,**
1648 **AND**
1649 **THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**
1650

1651 **INVITED SIGNATORY**

1652 **SEMINOLE NATION OF OKLAHOMA**

1654 _____
1655 Leonard M. Harjo
1656 Chief
1657

Date

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**PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE ALABAMA HISTORICAL COMMISSION,
THE ALABAMA EMERGENCY MANAGEMENT AGENCY,
ABSENTEE SHAWNEE TRIBE OF OKLAHOMA,
ALABAMA-COUSHATTA TRIBE OF TEXAS,
ALABAMA-QUASSARTE TRIBAL TOWN OF OKLAHOMA,
THE CHICKASAW NATION,
THE CHOCTAW NATION OF OKLAHOMA,
COUSHATTA TRIBE OF LOUISIANA,
MISSISSIPPI BAND OF CHOCTAW INDIANS,
MUSCOGEE (CREEK) NATION,
POARCH BAND OF CREEK INDIANS,
SEMINOLE NATION OF OKLAHOMA,
SEMINOLE TRIBE OF FLORIDA,
THLOPTHLOCCO TRIBAL TOWN,
UNITED KEETOOWAH BAND OF CHEROKEE INDIANS IN OKLAHOMA,
AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**

1689 **INVITED SIGNATORY**

1690 **SEMINOLE TRIBE OF FLORIDA**

1691
1692
1693
1694
1695

James E. Billie
Chief

Date

1696 **PROGRAMMATIC AGREEMENT AMONG**
1697 **THE FEDERAL EMERGENCY MANAGEMENT AGENCY,**
1698 **THE ALABAMA HISTORICAL COMMISSION,**
1699 **THE ALABAMA EMERGENCY MANAGEMENT AGENCY,**
1700 **ABSENTEE SHAWNEE TRIBE OF OKLAHOMA,**
1701 **ALABAMA-COUSHATTA TRIBE OF TEXAS,**
1702 **ALABAMA-QUASSARTE TRIBAL TOWN OF OKLAHOMA,**
1703 **THE CHICKASAW NATION,**
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1710 **SEMINOLE TRIBE OF FLORIDA,**
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1712 **UNITED KEETOOWAH BAND OF CHEROKEE INDIANS IN OKLAHOMA,**
1713 **AND**
1714 **THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**
1715

1716 **INVITED SIGNATORY**

1717 **THLOPTHLOCCO TRIBAL TOWN**

1719 _____
1720 George Scott
1721 Town King
1722

Date

1723 **PROGRAMMATIC AGREEMENT AMONG**
1724 **THE FEDERAL EMERGENCY MANAGEMENT AGENCY,**
1725 **THE ALABAMA HISTORICAL COMMISSION,**
1726 **THE ALABAMA EMERGENCY MANAGEMENT AGENCY,**
1727 **ABSENTEE SHAWNEE TRIBE OF OKLAHOMA,**
1728 **ALABAMA-COUSHATTA TRIBE OF TEXAS,**
1729 **ALABAMA-QUASSARTE TRIBAL TOWN OF OKLAHOMA,**
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1734 **MUSCOGEE (CREEK) NATION,**
1735 **POARCH BAND OF CREEK INDIANS,**
1736 **SEMINOLE NATION OF OKLAHOMA,**
1737 **SEMINOLE TRIBE OF FLORIDA,**
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1739 **UNITED KEETOOWAH BAND OF CHEROKEE INDIANS IN OKLAHOMA,**
1740 **AND**
1741 **THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**
1742

1743 **INVITED SIGNATORY**

1744 **UNITED KEETOOWAH BAND OF CHEROKEE INDIANS IN OKLAHOMA**

1746 _____
1747 George Wickliffe
1748 Chairman
1749

Date

Appendix A
Contact Information

1750
1751
1752

1753 **Federal Emergency Management**
1754 **Agency**
1755 **Region IV**
1756 3003 Chamblee Tucker Road
1757 Atlanta, GA 30341-4112
1758
1759 April Cummings
1760 Acting Regional Environmental Officer
1761 P: 770-220-5418
1762 F: 770-220-5440
1763 E: april.cummings@fema.dhs.gov
1764
1765 Major P. May
1766 Regional Administrator
1767 P: 770-220-5224
1768 F: 770-220-5230
1769
1770 **Advisory Council On Historic**
1771 **Preservation**
1772 1100 Pennsylvania Ave NW, Suite 803
1773 Washington, DC 20004
1774
1775 **Alabama Emergency Management**
1776 **Agency**
1777 P.O. Drawer 2160
1778 Clanton, AL 35046-2160
1779
1780 Art Faulkner
1781 Director
1782 P: 205-925-7500
1783 F: 205-280-2495
1784
1785
1786
1787
1788
1789
1790

1791 **Alabama Historical Commission**
1792 468 South Perry Street
1793 P.O. Box 300900
1794 Montgomery, AL 36130-0900
1795
1796 Amanda McBride
1797 P: 334- 230-2692
1798 amanda.mcbride@preserveala.org
1799
1800 **Absentee-Shawnee Tribe of Oklahoma**
1801 2025 South Gordon Cooper Drive
1802 Shawnee, OK 74801
1803
1804 George Blanchard
1805 Governor
1806
1807 Joseph Blanchard
1808 Cultural Preservation Director
1809 P: 405-275-4030
1810 E: joseph.blanchard@astribe.com
1811
1812 **Alabama-Coushatta Tribe of Texas**
1813 571 State Park Road 56
1814 Livingston, TX 77351
1815
1816 Kyle Williams
1817 Chairman
1818 P: 936-563-1100
1819
1820 Bryant Celestine
1821 Tribal Historic Preservation Officer
1822 P: 936-561-1181
1823 C: 936-933-7297
1824 E: celestine.bryant@actribe.org
1825
1826

1827 **Alabama Quassarte Tribal Town of**
1828 **OK**
1829 101 East Broadway Street
1830 P.O. Box 187 Wetumka, OK 74883
1831
1832 Tarpee Yargee
1833 Chief
1834
1835 Augustine Asbury
1836 Tribal Historic Preservation Officer
1837 P: 405-452-3987, ext 228
1838 C: 405-584-9848
1839 F: 405-452-3968
1840 E: aasbury@alabama-quassarte.org
1841
1842 **Chickasaw Nation**
1843 Bill Anoatubby
1844 Governor
1845 PO Box 1548
1846 Ada, OK 74871-1548
1847
1848 LaDonna Brown
1849 Tribal Historic Preservation Officer
1850 P.O. Box 1548
1851 Ada, OK 74821-1548
1852 P: 580-272-5593
1853
1854 **The Choctaw Nation of Oklahoma**
1855 P.O. Box 1210
1856 Durant, OK 74701-1210
1857
1858 16th and Locust
1859 Durant, OK 74702
1860
1861 Gregory E. Pyle
1862 Chief
1863
1864
1865
1866

1867 Dr. Ian Thompson
1868 Tribal Historic Nation of Oklahoma
1869 P: 580-924-8280, ext 2216
1870 C: 580-775-0914
1871 F: 580-920-3181
1872 E: ithompson@choctawnation.com
1873
1874 **Mississippi Band of Choctaw Indians**
1875
1876 101 Industrial Road
1877 Choctaw, MS 39350
1878
1879 Phyliss Anderson
1880 Chief
1881
1882 Kenneth H. Carleton
1883 Tribal Historic Preservation Officer and
1884 Archaeologist
1885 P: 601-650-7316
1886 C: 601-562-0032
1887 F: 601-650-7454
1888 E: kcarleton@choctaw.org
1889
1890 **Muscogee (Creek) Nation**
1891 P.O. Box 580
1892 Okmulgee, OK 74447
1893
1894 1008 East Eufala Street
1895 Okmulgee, OK 74447
1896
1897 George Tiger
1898 Chief
1899
1900 Emman Spain
1901 Tribal Historic Preservation Officer
1902 P: 918-732-7678
1903 E: espain@mcn-nsn.gov
1904
1905
1906

1907	Poarch Band of Creek Indians	1944	Dr. Paul Backhouse
1908	5811 Jack Springs Road	1945	Tribal Historic Preservation Officer
1909	Atmore, AL	1946	30290 Josie Billie Highway, PMB 1004
1910		1947	Clewiston, FL 33440
1911	Buford Rolin	1948	P: 863-983-6549
1912	Chairman	1949	F: 863-902-1117
1913		1950	E: paulbackhouse@semtribe.com
1914	Robert Thrower	1951	
1915	Tribal Historic Preservation Officer	1952	Thlopthlocco Tribal Town
1916	P: 251-368-9136	1953	P.O. Box 188
1917	C: 251-253-5620	1954	Okemah, OK 74859
1918	F: 251-368-1026	1955	
1919	E: rthrower@pci-nsn.gov	1956	Clearview Road
1920		1957	Okemah, OK 74859
1921	Seminole Nation of Oklahoma	1958	
1922	PO Box 1498	1959	George Scott
1923	Wewoka, OK 74884	1960	Town King
1924		1961	Charles Coleman
1925	Leonard M. Harjo	1962	Tribal Historic Preservation Officer
1926	Chief	1963	P: 918-560-6198
1927		1964	C: 405-220-2185
1928	Natalie Harjo	1965	E: chascoleman75@yahoo.com
1929	Tribal Historic Preservation Officer	1966	
1930	E: harjo.n@sno-nsn.gov	1967	United Keetoowah Band of Cherokee
1931		1968	Indians of Oklahoma
1932	Seminole Tribe of Florida	1969	2450 South Muscogee Avenue
1933	6300 Stirling Road	1970	Tahlequah, OK 74465
1934	Hollywood, FL 33024	1971	P: 918-431-1818
1935		1972	F: 918-431-1873
1936	James E. Billie	1973	
1937	Chairman	1974	George Wickliffe
1938		1975	Chairman
1939		1976	
1940		1977	Lisa LaRue-Baker
1941		1978	Tribal Historic Preservation Officer
1942		1979	C: 918-822-1952
1943		1980	E: ukbthpo-larue@yahoo.com

1981 **APPENDIX B**

1982 **TRIBAL AREAS OF INTEREST IN THE STATE OF ALABAMA**

1983

1984 **TRIBE: ABSENTEE SHAWNEE OF OKLAHOMA**

1985

1986 **COUNTIES:** Central Eastern area of the state.

1987

1988 **TYPES OF PROJECTS:** All ground disturbance.

1989

1990 **ANY EXCLUSIONS:** None.

1991

1992 **TRIBE: ALABAMA-COUSHATTA TRIBE OF TEXAS**

1993

1994 **COUNTIES:** All.

1995

1996 **TYPES OF PROJECTS:** Interested in previously undeveloped sites and confirmed locations of

1997 buried cultural resources. Our interests are for archaeological resources and/or human remains in

1998 the ground as opposed to standing structures.

1999

2000 **ANY EXCLUSIONS:** Not interested in existing structures UNLESS the site has confirmed

2001 cultural resources previously or remains buried.

2002

2003 **TRIBE: ALABAMA-QUASSARTE TRIBAL TOWN OF THE CREEK NATION**

2004

2005 **COUNTIES:** All.

2006

2007 **TYPES OF PROJECTS:** All ground disturbance.

2008

2009 **ANY EXCLUSIONS:** None.

2010

2011 **TRIBE: THE CHICKASAW NATION**

2012

2013 **COUNTIES:** All.

2014

2015 **TYPES OF PROJECTS:** All ground disturbance.

2016

2017 **ANY EXCLUSIONS:** None.

2018

2019 **TRIBE: THE CHOCTAW NATION OF OKLAHOMA**

2021 **COUNTIES:** Baldwin, Choctaw, Clarke, Coffee, Conecuh, Covington, Dale, Escambia, Fayette,
2022 Geneva, Hale, Houston, Lamar, Morengo, Mobile, Monroe, Pickens, Sumter, Tuscaloosa,
2023 Walker, and Washington.

2024

2025 **TYPES OF PROJECTS:** All ground disturbance.

2026

2027 **ANY EXCLUSIONS:** None.

2028

2029 **TRIBE: MISSISSIPPI BAND OF CHOCTAW INDIANS**

2030

2031 **COUNTIES:** All, except for Lamar.

2032

2033 **TYPES OF PROJECTS:** All ground disturbance.

2034

2035 **ANY EXCLUSIONS:** None.

2036

2037 **TRIBE: MUSCOGEE (CREEK) NATION**

2038

2039 **COUNTIES:** All.

2040

2041 **TYPES OF PROJECTS:** All ground disturbance.

2042

2043 **ANY EXCLUSIONS:** None.

2044

2045 **TRIBE: POARCH BAND OF CREEK INDIANS**

2046

2047 **COUNTIES:** All.

2048

2049 **TYPES OF PROJECTS:** All ground disturbance.

2050

2051 **ANY EXCLUSIONS:** None.

2052

2053 **TRIBE: SEMINOLE NATION OF OKLAHOMA**

2054

2055 **COUNTIES:** All.

2056

2057 **TYPES OF PROJECTS:** All ground disturbance.

2058

2059 **ANY EXCLUSIONS:** None.

2060

2061 **TRIBE: SEMINOLE TRIBE OF FLORIDA**

2062

2063 **COUNTIES:** All.

2064

2065 **TYPES OF PROJECTS:** All ground disturbance.

2066

2067 **ANY EXCLUSIONS:** None.

2068

2069 **TRIBE: THLOPTHLOCCO TRIBAL TOWN**

2070

2071 **COUNTIES:** All.

2072

2073 **TYPES OF PROJECTS:** All ground disturbance.

2074

2075 **ANY EXCLUSIONS:** None.

2076

2077 **TRIBE: UNITED KEETOOWAH BAND OF CHEROKEE INDIANS IN OKLAHOMA**

2078

2079 **COUNTIES:** Blount, Cherokee, Colbert, Cullman, DeKalb, Etowah, Franklin, Jackson,
2080 Lauderdale, Limestone, Madison, Marion, Marshall, Morgan, St. Clair, and Winston.

2081

2082 **TYPES OF PROJECTS:** All ground disturbance.

2083

2084 **ANY EXCLUSIONS:** None.

2085

2086

2087

APPENDIX C
PROGRAMMATIC ALLOWANCES

The following repair or construction activities do not require review by SHPO/THPO and Tribes pursuant to Stipulation VII. This list may be revised without amending this Agreement with written concurrence by FEMA, SHPO/THPO, and Tribes.

In general, the in-kind repair of the architectural features and physical components of historic properties do not require review by SHPO/THPO or Tribes when those repairs are documented by FEMA as meeting The Secretary of the Interior's Standards for the Treatment of Historic Properties (latest edition). When referenced in the allowances, "in-kind" shall mean that it is either the same or a similar material, and the result shall match all physical and visual aspects, including form, color, and workmanship. "In-kind" mortar shall also match the strength, content, color, texture, rake, joint width, and tooling of historic mortar.

In general, projects that are documented by FEMA as being performed in areas that have been archaeologically surveyed after 1996 with no recorded archaeological site(s), or that are located in previously disturbed soils, do not require review by SHPO/THPO or Tribes. Should an unexpected discovery be encountered, work must immediately stop and compliance with Stipulation XI is required. When referenced in the allowances, "previously disturbed soils" will refer to soils that are unlikely to possess intact and distinct soil horizon(s) and have the reduced likelihood of possessing archaeological artifacts, features, and phenomena within their original depositional contexts. The analysis and identification of the likely presence or absence of previously disturbed soils will be made by a qualified professional and will be documented as described in Stipulations IV.A.3 and VII.

The following allowances describe specific repair or construction activities in greater detail in order to further clarify the circumstances in which review by SHPO/THPO or Tribes is or is not required.

I. GROUND-DISTURBING ACTIVITIES AND SITE WORK shall mean all work being performed in archeologically surveyed areas with no recorded eligible archeological site(s), or previously disturbed areas. Should an unexpected discovery be encountered, work must stop and compliance with Stipulation XI is required.

A. Ground-disturbing activities related to the repair, replacement, reinforcing or pouring of footings, foundations, retaining walls, other slope stabilization systems (e.g., gabion baskets, etc.), and utilities in existing utility right-of-ways (including sewer, water, drains, electric service or distribution, gas, communications, leaching systems, cesspools, and septic tanks). This Allowance refers to archeological review. The Allowance also

2128 applies to historic review of character-defining features of a historic property that is listed
2129 in or eligible for listing in the Register, when the work is in-kind.
2130

2131 B. Substantial in-kind repair, replacement, or upgrade of culvert systems within rivers,
2132 streams, or drainage ways, including any moderate increase in capacity. This Allowance
2133 also applies to related features of historic properties such as headwalls and wing walls
2134 that may be included in or eligible for inclusion in the Register, when the work is to be
2135 in-kind.
2136

2137 C. Repair, replacement, or hardening of utilities under existing improved roads or roadways,
2138 or within previously disturbed rights of way, and for repair, replacement, or hardening of
2139 above ground utilities where they are set in or immediately adjacent to their previous
2140 location.
2141

2142 D. In-kind repair or replacement of driveways, paths, trails, parking areas, and walkways.
2143

2144 E. In-kind repair or replacement of fencing and freestanding exterior walls.
2145

2146 F. Substantially in-kind repair or replacement of metal utilitarian structures (e.g. pump
2147 houses, storage buildings, etc.), including exposed pipelines. Modern materials may be
2148 used provided their finish is compatible with existing structures and the site. Structures
2149 such as bridges, water towers, and service and antenna towers shall not be considered
2150 utilitarian structures.
2151

2152 G. Installation of temporary structures for uses such as classrooms, offices, or medical
2153 support facilities, except when located in historic districts or archeological areas.
2154

2155 H. Installation of scaffolding, temporary barriers (e.g., chain link fences, etc.), polyethylene
2156 sheeting, or tarps, provided such work will not result in additional damage, irreversible
2157 alterations, or significant loss of historic fabric.
2158

2159 I. In-kind repair or replacement of landscaping and utilities, such as paving, planters,
2160 trellises, irrigation, lighting, signs (e.g., traffic and facility), retaining walls, ramps and
2161 steps. This also includes flag poles, playgrounds, parks, above ground swimming pools,
2162 decks, and athletic field equipment/recreational structures and equipment (e.g., benches,
2163 bleachers, permanent seating, batting cages, score boards, basketball goals, picnic tables,
2164 playground equipment such as slides and swing sets, etc.). Minor mitigation measures
2165 (e.g., increases in pole diameter, additions of new safety anchors, etc.), will be covered
2166 by this Allowance.
2167

- 2168 J. In-kind repair, replacement, or upgrade to codes and standards of existing piers, docks,
2169 boat ramps, boardwalks, stands, gazebos, and dune crossovers, provided the footprint
2170 would substantially match the existing footprint.
2171
- 2172 K. Debris collection from public rights of way and other public areas, transport, and disposal
2173 in existing licensed solid waste facilities. The Allowance does not include the
2174 establishment or expansion of debris staging or disposal areas. However it does apply to
2175 the use of temporary storage areas located in existing hard-topped or developed graveled
2176 areas with controlled drainage such as parking lots and roads provided other issues do not
2177 exist. Debris created by repair or in-kind replacements to restore a project to a pre-
2178 disaster condition, such as gutters and roofing materials, will be taken to an approved
2179 landfill.
2180
- 2181 L. Sediment removal from man-made drainage facilities, including retention/detention
2182 basins, ponds, ditches, and canals, in order to restore the facility to its pre-disaster
2183 condition. The sediment may be used to repair eroded banks or disposed of at an
2184 appropriate, existing licensed or permitted site.
2185
- 2186 M. Dewatering or unwatering of flooded developed areas.
2187
- 2188 N. Placement of emergency beach berms seaward of improved property where severe
2189 erosion has occurred, with work performed under the authority of U.S. Army Corps of
2190 Engineers and/or a State environmental enforcement agency's permits for the sand
2191 deposit areas and upland or offshore borrow sites, including dredge spoil piles.
2192
- 2193 O. Removal of woody debris, such as sticks, branches, and small limbs from cemeteries and
2194 archeological properties if heavy equipment or other machinery is not used.
2195
- 2196 P. Removal of root balls except from cemeteries, previously recorded archeological sites,
2197 areas of tribal interest indicated by a Tribe either during the initial scoping meeting or
2198 specifically of concern for root ball removal appended to this agreement or when there
2199 are unexpected finds.
2200

2201 II. **BUILDINGS**, requiring repairs or replacement, when all work is consistent with the *SOI*
2202 *Standards*, latest edition.
2203

2204 A. Interior Work: Floors, Walls, Stairs, and Ceilings
2205

- 2206 1. In-kind repair, replacement, restoration, preservation, protection, maintaining of
2207 materials, or features on interior work on floors, walls, stairs, and ceilings, or partial

- 2208 replacement of trim. The Allowance applies to repair of interior finishes, including
2209 plaster and wallboard, provided the repair is restricted to damaged areas and does not
2210 affect adjacent materials. The Allowance does not apply to substrates for decorative
2211 materials such as murals, glazed paint, gold leaf, etc.
2212
- 2213 2. Replacement of heavily damaged plaster and lath with drywall where the plaster is
2214 non-character-defining detail.
2215
- 2216 3. Interior cleaning on non-porous surfaces using a weak solution of household bleach
2217 and water, mold remediation, or mold removal. The Allowance applies to interior
2218 finishes, including plaster and wallboard, provided the repair is restricted to damaged
2219 areas, does not affect adjacent materials, and character defining features are retained.
2220
- 2221 4. In-kind repair or replacement of specialized finishes such as decorative painting,
2222 glazing, or gilding on flat or ornamental plaster; or repair or replacement of
2223 ornamental plaster, when such repair or replacement is undertaken by those
2224 experienced in such finish work. Damaged ornamental plaster shall be repaired or
2225 reattached when possible. Where severity of deterioration requires replacement, the
2226 ornamental plaster shall be replaced in-kind; every effort shall be made to minimize
2227 the loss of additional historic fabric through use of the gentlest means of repair
2228 possible, and through adequate protection of undamaged areas. All repairs or
2229 replacements shall be made in accordance with *Preservation Briefs*: 21 (Repairing
2230 Historic Flat Plaster-Walls and Ceilings), 23: (Preserving Historic Ornamental
2231 Plaster) and 28: (Painting Historic Interiors). When extensive damage to specialized
2232 finishes is involved (25% or more damage to an area), coordination with SHPO shall
2233 be conducted prior to approving and funding the project.
2234
- 2235 5. Repair or in-kind replacement of suspended or glued ceiling tile.
2236
- 2237 6. Installation of grab bars and other such minor interior modifications required for
2238 compliance with the Americans with Disabilities Act (ADA).
2239
- 2240 7. Non-destructive or concealed testing for hazardous materials (e.g. lead paint,
2241 asbestos, etc.) or for assessment of hidden damages.
2242
- 2243 8. Replacement of damaged vinyl floor tile or asbestos floor tile with contemporary
2244 floor tile of the same dimension and thickness and similar texture or pattern.
2245

2246 B. Utilities, Mechanical, and Electrical Systems
2247

- 2248 1. Minor utility system work, including interior mechanical (e.g., HVAC), electrical, or
2249 plumbing work, which is limited to upgrading, or in-kind replacement. Historic
2250 fixtures, grilles, etc., where exposed to view, shall be repaired in-kind for the
2251 Allowance to apply. The Allowance shall not apply to installation of exposed new
2252 ductwork.
2253
- 2254 2. Replacement or installation of interior fire detection, fire suppression, or security
2255 alarm systems. The Allowance does not apply to surface mounted wiring, conduits,
2256 piping, etc., unless previously existing.
2257
- 2258 3. Elevation of HVAC and mechanical equipment as long as it is placed or located
2259 where it is not highly visible from the street, or if its installation does not result in
2260 significant loss of historic fabric, or character-defining details.
2261

2262 C. Windows and Doors
2263

- 2264 1. In-kind repair of damaged or deteriorated windows, shutters, storm shutters, and
2265 doors including all hardware. If features are missing due to storm damage, then in-
2266 kind replacement of windows, shutters, storm shutters, and doors including all
2267 hardware.
2268
- 2269 2. Replacement of window panes in-kind. Clear plate, double, laminated or triple
2270 insulating glazing can be used, provided it does not result in altering the existing
2271 window material or form. This Allowance does not apply to the replacement of
2272 existing archaic or decorative glass. Historic windows or glazing may be treated with
2273 clear (unshaded, untinted) window films.
2274
- 2275 3. Emergency temporary repairs made under the Rapid Temporary Repair Program.
2276 The program is limited to emergency repairs to doors, windows, and access for
2277 private residences until permanent repairs can be completed.
2278

2279 D. Exterior Walls, Cornices, Porches and Foundations
2280

- 2281 1. Cleaning, repair or repainting of surfaces, provided that destructive surface cleaning
2282 and preparation treatments are not used such as water blasting, sandblasting, power
2283 sanding and chemical cleaning. These cleaning systems must be approved by SHPO
2284 before the work commences. Otherwise surface treatments must comply with the
2285 treatment approaches outlined in Preservation Brief #6: Dangers of Abrasive
2286 Cleaning to Historic Buildings (National Park Service, 1979).
2287

- 2288 2. Partial replacement of porches, cornices, siding, balustrades, stairs, or trim.
2289
2290 3. In-kind repair or replacement of signs or awnings
2291
2292 4. Installation of temporary stabilization bracing or shoring, provided such work does
2293 not result in additional damage, significant loss of historic fabric, or irreversible
2294 alterations to this or adjacent areas.
2295
2296 5. Anchoring of walls to floor systems, provided the anchors are embedded and
2297 concealed from exterior view, and disturbed historic fabric is restored in-kind.
2298
2299 6. In-kind repair or reconstruction of concrete and masonry walls, columns, parapets,
2300 chimneys, or cornices, using compatible brick and mortar as previously described.
2301
2302 7. Bracing and reinforcing of walls, chimneys, and fireplaces, provided the bracing and
2303 reinforcing are either concealed from exterior view or removable in the future and
2304 does not involve additional ground disturbance.
2305
2306 8. Strengthening and reinforcing of foundations and addition of foundation bolts,
2307 provided that visible new work is in-kind, and if required, mortar repair or
2308 replacement as previously described.
2309
2310 9. Repairs to and replacement of elements of curtain wall assemblies or exterior
2311 cladding that is hung on the building structure, usually from floor to floor, and when
2312 the color, size reflectivity and visual patterns are unaltered.
2313

2314 E. Roofing
2315

- 2316 1. In-kind repair, replacement or strengthening of roofing, rafters, fascia, soffits, gutters,
2317 rafters or downspouts.
2318
2319 2. Replacement of three-tab asphalt singles with dimensioned architectural shingles;
2320 replacement of cement asbestos shingles with asphalt-based shingles or other roofing
2321 of similar appearance to the original such as slate; replacement of corrugated asbestos
2322 panels with corrugated metal panels or other roofing of similar appearance to the
2323 original; replacement of untreated wood shingles or shakes with similar items of fire
2324 resistant wood; and in kind replacement of corrugated metal panels.
2325
2326 3. Repairs to a flat roof, including changes in roofing materials, where the repairs are
2327 not highly visible from the ground level.

2328
2329 4. Replacement of metal roofs with in-kind materials. If the roofing material to be
2330 replaced is character defining, the replacement must be in-kind, not just a form of
2331 metal roofing.

2332
2333 5. In-kind replacement of greenhouse glass panels.
2334

2335 F. Weatherproofing and Insulation
2336

2337 1. Caulking and weather-stripping to complement the color of adjacent surfaces or
2338 sealant materials.
2339

2340 2. In-kind replacement or installation of insulation systems, provided that existing
2341 interior plaster, woodwork, or exterior siding is not altered. The Allowance does not
2342 apply to urea formaldehyde foam insulation or any other thermal insulation
2343 containing water, when installed within wall cavities. It does not apply to exterior
2344 insulation finishing systems (EIFS) that do not include an adequate vapor and
2345 moisture drainage system, or work in enclosed spaces that are not finished.
2346

2347 G. Seismic, Tornado and Hurricane Upgrades
2348

2349 1. The installation of the following upgrades, provided that such upgrades are not visible
2350 on the exterior or within character-defining historic interiors: attic bracing, cross
2351 bracing on pier and post foundations; metal fasteners; collar ties; gussets; tie downs;
2352 strapping and anchoring of mechanical, electrical, and plumbing equipment;
2353 concealed anchoring of furniture; installation of plywood diaphragms beneath first
2354 floor joists, above top floor ceiling rafters, and on roofs; and automatic gas shut off
2355 valves.
2356

2357 2. Replacement, repair, or installation of lightning rods.
2358

2359 H. Building contents, repair or replacement, including furniture, interior cabinetry,
2360 countertops, bathroom fixtures, and equipment (e.g., medical equipment).
2361

2362 I. Removal of water from flooded buildings and structures by physical or mechanical
2363 means.
2364

2365 III. Roads and Roadways
2366

- 2367 A. Repair of roads to pre-disaster geometric design standards and conditions using in-kind
2368 materials, number and width of lanes, shoulders, medians, curvature, grades, clearances,
2369 and side slopes. This allowance permits minor mitigation measures, such as those
2370 designed to harden exposed surfaces, including the application of gravel armoring to side
2371 slopes and ditches.
2372
- 2373 B. Repair of road composition finish course with materials to maintain pre-disaster size,
2374 traffic capacity, and load classifications of motor vehicles, including the reshaping and
2375 compacting of roadbed soil and the repair of asphalt or concrete pavements. The
2376 Allowance does not apply to the repair of historic paving materials, or the reconstruction
2377 of the roadbed.
2378
- 2379 C. Repair or replacement of traffic control devices such as traffic signs and signals,
2380 delineators, pavement markings, traffic surveillance systems.
2381
- 2382 D. In-kind repair of road lighting systems, including period lighting fixture styles
2383
- 2384 E. In-kind repair of road appurtenances such as curbs, berms, fences, and sidewalks that are
2385 not historic
2386
- 2387 F. In-kind repair of roadway safety elements such as barriers, guardrails, and impact-
2388 attenuation devices.
2389
- 2390 G. Repairs to road slips and landslides that do not require grading of undisturbed soils on the
2391 up-hill side of the slip and that do not require work or staging areas in sites of properties
2392 where buildings or structures are more than 45 years old.
2393
- 2394 H. Rebuilding or re-establishing an eroded or slumped roadbed on the downhill side of the
2395 road using such methods as lag and piling walls, gabions, rock fill, etc., when all work is
2396 contained within the right of way (ROW).
2397
- 2398 I. Re-establishing and/or armoring of existing ditches.
2399

2400 IV. Bridges
2401

- 2402 A. In-kind repairs of non-historic bridge abutments, wing walls, piers, decks, and fenders,
2403 where no new construction is proposed.
2404
- 2405 B. Repair or replacement of non-historic bridges where repair work, including staging areas
2406 do not exceed the existing road right of way

V. Utilities

- A. Replacement in situ or the relocation of existing utility poles between the edge of sidewalk and the road. Minor mitigation measures (e.g., increases in pole diameter) shall be covered by this Allowance.
- B. In rural settings, replacement of poles located along road shoulders.
- C. In off-road alignments, replacement of power/utility poles within an established ROW that are either replaced in the same hole or replaced within 15 feet of existing poles, additions of new poles within the ROW not to exceed 25 per mile and relocation/realignments of segments of power lines to existing roadways or other previously disturbed ROWs. Projects involving more extensive replacement realignment do not qualify under this Allowance. Minor mitigation measures (i.e., increases in pole diameter) shall be covered by this Allowance.
- D. Repair or replacement of damaged equipment, such as generators, switch boards, pumping equipment, etc.
- E. Installation and elevation of generators, HVAC systems, and similar equipment as long as the installation or elevation occurs within previously disturbed soils, does not result in a significant loss of historic fabric, is not located on a primary elevation of the building, and does not diminish character-defining elements of National Register-eligible or listed buildings, structures and districts.
- F. Collocation of communication equipment on existing telecommunication towers which are not mounted on historic structures and does not necessitate a substantial increase in the height or width of the tower or expansion of on-the-ground facilities that would include excavation outside the current tower site.
- G. Installation of warning and communications systems and similar devices within previously disturbed soils that are not adjacent to or on National Register-eligible or listed buildings or structures or within the viewsheds of National Register-eligible or listed districts.
- H. Repair, replacement, small scale realignment, or hardening of utilities under existing improved roads or roadways, or within previously disturbed rights of way and utility corridors. The hardening of utilities may include the addition of new guy-wires and anchors, installation of new utility poles, and the elevation of existing utility equipment.

2447 Small scale realignment, such as relocation of utility poles, must be confined to portions
2448 of the rights of way and utility corridors that possess previously disturbed soils.
2449

2450 VI. Airports
2451

2452 A. Repair of existing runways, taxiways, roadways, aprons, and other hard surface facilities.
2453

2454 B. In-kind repair of safety components, including beacons, on airport property.
2455

2456 C. In-kind repair of existing beacons or other navigation aids not on airport property.
2457

2458 VII. Railroads
2459

2460 A. In-kind repair or replacement of railroad safety components.
2461

2462 B. Repair of railroad crossing, gates, and signals.
2463

2464 C. Repair of passenger loading areas.
2465

2466 VIII. Safe Rooms
2467

2468 Installation of individual safe rooms within the property limits of a residence where the
2469 installation will occur within an existing structure or building or previously disturbed
2470 soils.
2471

2472 IX. Reconstruction of Buildings and Structures
2473

2474 Reconstruction activities associated with the rebuilding of buildings and structures, including
2475 establishment of staging areas, where a qualified FEMA Historic Preservation Specialist has
2476 verified that activities will not impact archaeological sites, or buildings, structures, or
2477 districts listed in or eligible for listing in the National Register. This allowance can only be
2478 applied if a qualified FEMA Historic Preservation Specialist can document that the
2479 reconstruction will not affect any viewsheds associated with National Register-eligible or
2480 listed buildings, structures or districts and confirm through site inspection that the APE
2481 possesses previously disturbed soils of only low to moderate archaeological potential.
2482

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APPENDIX D
SHPO ARCHITECTURAL DATA FORM



ALABAMA HISTORICAL COMMISSION
The State Historic Preservation Office

468 S. Perry Street
Montgomery, Alabama 36130-0900
Voice: (334)242-3184
Fax: (334)262-1083
www.preserveala.org

HISTORIC BUILDING SURVEY FORM

1. Location/Ownership

AHC Survey Number:		Form completed by:		Date:	
Property Name:					
Location/Street Address:					
City/Zip:		County:			
USGS Quad:		Township/Range/Section:			
Current Owner's Name & Contact Info (if known):					

2. Physical Description

Construction date:		Source:	
Alteration date:		Source:	
Architect/Builder:		Contractor:	
Physical condition: (Excellent, Good, Fair, Poor, Ruinous)		Remaining historic fabric: (High, Medium, Low)	
No. of stories:			
Historic use of property:			
Current use of property:			
Architectural style category:		Architectural style sub-category:	
Basic typology:		Basic shape:	
Basic floor plan:		Historic Construction material(s):	
Current exterior wall material(s):		Roof finish material(s):	
Main roof configuration:		Foundation material:	
Porch type:			
Window type and materials:			
Describe alterations:			
Number and type of all outbuildings: (if significant, fill out separate survey form)			
Exterior Architectural Description:			
Description of Setting:			
Historical Notes:			

3. Eligibility

Appears Eligible for Alabama Register:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> would contribute to a district	<input type="checkbox"/> Undetermined
Appears Eligible for National Register:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> would contribute to a district	<input type="checkbox"/> Undetermined
AR Criteria:	<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> D
NR Criteria:	<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> D
Level of Significance:	<input type="checkbox"/> Local	<input type="checkbox"/> State	<input type="checkbox"/> National	<input type="checkbox"/> Undetermined
Justification of Eligibility/Ineligibility:				

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2487



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HISTORIC BUILDING SURVEY FORM INSTRUCTIONS

Survey Number	<p>The survey number is comprised of a two letter county abbreviation followed by a five digit number. The survey number uniquely identifies each resource and should be used on the survey forms, maps, inventory, photographs, and survey report.</p> <p>A county abbreviation list can be found here.</p> <p><i>Example: the survey number for the 222nd property surveyed during a project in Greene County would be: Gr00222.</i></p>
Form completed by	Enter the name of the person who filled out the survey form.
Date	Enter the date when the survey was performed. Enter the date as MM/DD/YYYY.
Property Name	Enter the historic name of the property, if known. Generally this is the name of the first occupant, the name of the most significant occupant, or the name given to the property by an early occupant. If no historic name can be determined, enter the common name of the house, typically a subsequent or current owner. If no historic or common name can be determined, the name may be the type of the resource, for example: House, Store, Church, etc.
Location/Street Address	Enter the location of the property, including the street number and street name of the property, if available.
City/Zip	<p>Enter the name of the city or town where the property is located. If the property is located in a rural area outside the boundaries of a town or city, enter the name of the nearest city or town.</p> <p>Enter the postal zip code for the area where the property is located. Postal zip codes can be found online at http://zip4.usps.com/zip4/welcome.htm</p>
County	Enter the name of the county in which the resource is located.
USGS Quad	Enter in the name of the USGS quadrangle map on which the resource is located.
Township, Range, Section	Enter the township/range/section in which the property is located. Example: 9N-4W-13
Current Owner Info	If known, indicate the current owner's name, address, phone number, email, etc.
Construction Date/Source	If known, indicate the exact date(s) of construction. If the exact date is not known, give the construction date by circa date. Source of date (i.e. maps, stylistic evidence, cornerstone) should be cited.
Alteration Date/Source	If known, indicate the exact date(s) of alterations. If the exact date is not known, give the alteration date by circa date. Source of date (i.e. maps, stylistic evidence, cornerstone) should be cited.
Architect/Builder	If known, provide the name of the primary individual or firm responsible for designing & building the property.

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APPENDIX E
LOWER-IMPACT DEMOLITION STIPULATIONS

I. GENERAL APPROACH

- A. Major demolition activities, including placement of equipment, shall be confined to areas where soils have been previously disturbed by activities, such as site development, construction, surface grading, utility trenching, etc. The subgrantee shall identify areas of obvious soil disturbance and direct their contractor to work within these areas.
- B. When heavy equipment is not in use, it shall be staged on hard or firm surfaces where equipment is not susceptible to sinking. Paved surfaces shall be used to the fullest extent possible.
- C. Tracked vehicles and/or large-tired equipment shall be used whenever possible to reduce the depth of soil disturbance and minimize soil compaction to a depth of six (6) inches or less.
- D. AEMA shall ensure that its contractors shall not operate heavy equipment on wet soils if the equipment begins to sink more than six (6) inches below the current ground surface. Heavy equipment may be operated in the rain, but AEMA shall ensure that its contractors shall pay special attention to equipment sinkage, as noted above.
- E. Shearing off structural features at the ground-surface is strongly encouraged so that further soil disturbance is minimized.
- F. There shall be no salvage of architectural materials from below-grade.
- G. Excavation of on-site materials and on-site burial of debris are not permitted.

II. ACTIVITY SPECIFIC GUIDELINES

A. Treatment of Utilities

Utility lines shall be disconnected and capped. Extraction of utility lines is not an eligible FEMA cost. In cases where there are no shut-off valves, limited excavation within the utility rights-of-way shall be required to cap these service lines. To limit unnecessary ground disturbance, excavation shall be limited to the existing ROW to the greatest extent feasible.

2529 B. Foot and Pier Removal

2530
2531 If it is absolutely necessary to remove footings and piers to ensure public health and
2532 safety, the soil disturbance caused by these activities should be limited to a depth no
2533 greater than six (6) inches below the footing or pier to be extracted. The excavation shall
2534 not exceed a 3-foot lateral width from the footing or pier being extracted.
2535

2536 C. Slab Removal

2537
2538 Slab removal is only an eligible FEMA cost if the slab, or portions thereof, present a
2539 public health and safety threat (i.e. broken and angled upward). FEMA anticipates that
2540 slab removal will be a rare occurrence and eligibility calls shall be made by a FEMA
2541 official. If slab removal is funded by FEMA, the slab shall not be removed through
2542 excavation. It shall be hoisted off the lot, and AEMA shall ensure that its contractors
2543 shall make every effort to limit any soil disturbance necessary to facilitate this process.
2544

2545 D. Void and/or Feature Filling

2546
2547 Any voids that require filling because they are a "health and safety issue" shall be filled
2548 with clean fill from off-site. Whenever possible this shall be a sand matrix, however,
2549 sand is not required. These voids may include, but are not limited to, those created as the
2550 result of exposing cisterns, privies, wells, and/or basement-like depressions.
2551

2552 E. Surface Grading and Site Clean-Up

2553
2554 AEMA shall ensure that its contractors shall limit site grading to within the first six (6)
2555 inches of the existing surface elevation (e.g., side walk level, driveway level, slab level,
2556 etc.). AEMA shall ensure that its contractors use light equipment (e.g., small "bobcats,"
2557 hand tools, etc.) to complete final site clean-up.